FORM 7
[RULE 3.8]

CLERK'S STAMP

CLERK OF THE COURT
FILED
AUG 12 2020
JUDICIAL CENTRE
OF CALGARY

COURT FILE NUMBER	2001-08972
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c C-36, as amended
	APPLICATION OF BJ SERVICES HOLDINGS CANADA, ULC
DOCUMENT	**APPLICATION**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BENNETT JONES LLP** Barristers and Solicitors 4500 Bankers Hall East 855-2nd Street SW Calgary, Alberta T2P 4K7 Attention: Kelsey Meyer / Keely Cameron Telephone No.: 403-298-3323 / 403-298-3324 Fax No.: 403-265-7219 Client File No.: 78081-9

NOTICE TO THE RESPONDENTS

This application is made against you. You are a respondent.
You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date:	Friday, August 14, 2020
Time:	11:00 a.m.
Where:	Calgary Courts Centre, by videoconference
Before:	The Honourable Madam Justice Horner, as scheduled on the Commercial List

Go to the end of this document to see what you can do and when you must do it.

Basis for this claim:

1. The Applicant, BJ Services Holdings Canada, ULC ("**BJ Canada**") is a debtor pursuant to proceedings (the "**Chapter 11 Proceedings**") commenced under title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**U.S. Bankruptcy Code**"), as are its affiliates, BJ Services, LLC, BJ Management Services, L.P., and BJ Services Management Holdings Corp. (collectively, and together with BJ Canada, the ("**Chapter 11 Debtors**").

2. This Honourable Court has recognized the Chapter 11 Proceedings with respect to BJ Canada as "foreign main proceedings" for the purposes of section 47 of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**"), and that BJ Canada is the foreign representative.

3. In an effort to further ensure consistency, efficiency and cooperation, the Applicant seeks an Order amending the Order granted by this Honourable Court on July 28, 2020 to also recognize the Chapter 11 Proceedings with respect to BJ Services, LLC as "foreign main proceedings" for the purposes of section 47 of the CCAA, and that BJ Canada is the foreign representative entitled to bring this application pursuant to section 46 of the CCAA.

4. The Applicant also seeks recognition by this Honourable Court of certain orders granted by the U.S. Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") in the Chapter 11 Proceedings.

5. BJ Canada seeks to protect its interests as well as those of BJ Services, LLC, and the interests of their respective creditors, in Canada. BJ Canada seeks to ensure that potential Canadian parties-in-interest have the opportunity to be heard in a convenient forum, and further, to ensure coordination and consistency as between these proceedings and the Chapter 11 Proceedings, so as to protect and maximize the value of the assets and estates of the Chapter 11 Debtors.

Remedy sought:

6. The Applicant applies for an Order:

(a) abridging the time for service of this application and the materials filed at this Court in support thereof, declaring service of this application and supporting materials to be good and sufficient, and dispensing with further service;

(b) amending the Order granted by this Honourable Court on July 28, 2020 in these proceedings (the "**July 28 Order**") to (in addition to the relief granted in the July 28 Order):

(i) declare that pursuant to section 45 of the CCAA, the Applicant BJ Canada is a foreign representative with respect to the Chapter 11 Proceedings commenced by BJ Services, LLC in the U.S. Bankruptcy Court, and that BJ Canada as the foreign representative is entitled to bring this application pursuant to section 46 of the CCAA;

(ii) declare that the Chapter 11 Proceedings in relation to BJ Services, LLC are recognized as "foreign main proceedings" for the purposes of section 47 of the CCAA;

(iii) otherwise grant all relief as set out in the July 28 Order in respect of BJ Canada, in respect of BJ Services, LLC, as well;

all in substantially the form of the proposed amended Order attached hereto as **Schedule "A"**;

7. In relation to BJ Canada and BJ Services, LLC, the Applicant applies for a further Order:

(a) recognizing and enforcing the First Amended Order Authorizing BJ Services Holdings Canada, ULC to Act as Foreign Representative Pursuant To 11 U.S.C. § 1505, granted by the U.S. Bankruptcy Court on August 7, 2020 (the "**Amended Foreign Representative Order**") which authorizes BJ Canada to act as foreign representative on behalf of the estates of BJ Canada and BJ Services, LLC;

(b) recognizing and enforcing the Second Interim Order (I) Authorizing Debtors to Use Cash Collateral Pursuant To Section 363(c) of the Bankruptcy Code, (II) Granting Adequate Protection to the Prepetition Secured Parties,

(III) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(b), and (IV) Granting Related Relief, granted by the U.S. Bankruptcy Court on August 3, 2020 (the "**Second Interim Cash Collateral Order**"), which, *inter alia*, (a) authorizes the Chapter 11 Debtors to continue to use the cash collateral of the Prepetition ABL Secured Parties, CLMG Collateral of the CLMG Secured Parties and GACP Collateral of the GACP Secured Parties (as those terms are defined therein) in accordance with the terms and conditions set forth therein, (b) grants superpriority claims and automatically perfected liens, security interests and other adequate protection, as applicable, to the Prepetition ABL Secured Parties, CLMG Secured Parties and the GACP Secured Parties to the extent of any diminution in value of their interest in the Prepetition ABL Collateral, including Cash Collateral, in the CLMG Collateral, as applicable, or in the GACP Collateral, as applicable, under or in connection with the Prepetition ABL Loan Documents, the CLMG Term Loan Agreement, or the GACP Term Loan Agreement (as those terms are defined therein), (c) subject to certain challenge rights of certain parties in interest, approves certain stipulations by the Chapter 11 Debtors with respect to the Prepetition ABL Loan Documents, CLMG Term Loan Credit Agreement, and the liens and security interests arising therefrom, (d) vacates and modifies the automatic stay imposed by section 362 of the U.S. Bankruptcy Code; (e) subject to the Final Order, waives the Chapter 11 Debtors' right to assert with respect to the Prepetition ABL Collateral, the Cash Collateral or the Adequate Protection Collateral (as defined therein), any claims to surcharge pursuant to section 506(c) of the U.S. Bankruptcy Code, any "equities of the case" exception pursuant to section 552(b) of the U.S. Bankruptcy Code and the equitable doctrine of marshalling or any similar doctrine, (f) schedules a final hearing to consider entry of a final order, (g) waives any applicable stay with respect to the effectiveness and enforceability of the Second Interim Cash Collateral Order, and (f) grants related relief. Considering that the Interim Cash Collateral Order has been recognized by this Honourable Court and the Second Interim Cash Collateral Order continues to authorize the Chapter 11 Debtors to use the cash collateral of the Prepetition ABL Lenders, the CLMG Collateral of

the CLMG Secured Parties and (with respect to the Chapter 11 Debtors other than BJ Canada), the GACP Collateral of the GACP Secured Parties, and grants other relief in relation to the Chapter 11 Debtors, BJ Canada seeks an Order recognizing and giving force and effect in Canada to the Second Interim Cash Collateral Order;

(c) recognizing and enforcing the Second Interim Order Authorizing the Debtors to Continue to (I) Operate Their Cash Management System and Maintain Existing Bank Accounts and (II) Perform Limited Intercompany Transactions, granted by the U.S. Bankruptcy Court on July 31, 2020 (the "**Second Interim Cash Management Order**"), which authorizes the Chapter 11 Debtors to, *inter alia*: (a) continue to operate their Cash Management System (as defined therein); (b) honour their prepetition obligations related thereto, including the Bank Fees (as defined therein); (c) continue to perform Intercompany Transactions (as defined therein) to the limited extent set forth therein; (d) maintain existing Business Forms (as defined therein); and (e) maintain the Investment Practices (as defined therein) consistent with historical practice. Considering that the Interim Cash Management Order has been recognized by this Honourable Court and the Second Interim Cash Management Order continues to enable the Chapter 11 Debtors to manage their financial affairs in a manner that minimizes disruption to the Chapter 11 Debtors' operations, BJ Canada seeks an Order recognizing and giving force and effect in Canada to the Second Interim Cash Management Order;

(d) recognizing and enforcing the Second Interim Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims On Account of (A) Critical Vendors Claims, (B) Lien Claims, and (C) 503(b)(9) Claims, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief, granted by the U.S. Bankruptcy Court on July 29, 2020 (the "**Second Interim Critical Vendors and Lienholders Order**"), which authorizes but does not direct the Chapter 11 Debtors to *inter alia:* (a) pay certain prepetition (i) Critical Vendor Claims, (ii) Mineral Contractor Claims, (iii) Shipping Claims, and (iv) 503(b)(9) Claims (as each of those terms are defined therein), provided that the Chapter 11

Debtors are not authorized to pay any amounts under the Second Interim Critical Vendors and Lienholders Order to any Specified Trade Claimant (as defined therein) that is not expected to provide goods and services to the Chapter 11 Debtors on or prior to the final hearing; (b) confirms the administrative expense priority status of Outstanding Orders and authorizes but does not direct payment of undisputed amounts related to the Outstanding Orders in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date; and (c) grants related relief. Considering that the Interim Critical Vendors and Lienholders Order has been recognized by this Honourable Court and the Second Interim Critical Vendors and Lienholders Order continues to protect and preserve the Chapter 11 Debtors' estates, BJ Canada seeks an Order recognizing and giving force and effect in Canada to the Second Interim Critical Vendors and Lienholders Order;

(e) recognizing and enforcing the Order (I) Authorizing the Debtors to Continue Their Surety Bond Program, and (II) Granting Related Relief, granted by the U.S. Bankruptcy Court on July 29, 2020 (the "**Surety Bond Order**"), which *inter alia,* (a) authorizes the Chapter 11 Debtors to maintain, renew and modify their Surety Bond Program (as defined therein) – including but not limited to the procurement of new sureties – in the ordinary course of business on a postpetition basis and pay outstanding prepetition amounts, if any, as of the Petition Date (as defined therein); and (b) grants related relief. Considering that the Surety Bond Order permits the Chapter 11 Debtors to maintain the Surety Bond Program which in turn provides financial assurances and enables the Chapter 11 Debtors to undertake essential functions related to their operations, BJ Canada seeks an Order recognizing and giving force and effect in Canada to the Surety Bond Order;

(f) recognizing and enforcing the Order (I) Authorizing the Payment of Certain Prepetition Taxes and Fees, and (II) Granting Related Relief, granted by the U.S. Bankruptcy Court on July 29, 2020 (the "**Taxes Order**"), which authorizes the Chapter 11 Debtors to *inter alia*, remit and pay (or use tax credits to offset) the

amounts due for Taxes and Fees (as defined therein) in the ordinary course of business, and grants related relief. Considering that the Taxes Order will enable the Chapter 11 Debtors to pay taxes to minimize disruptions to their business operations, BJ Canada seeks an Order recognizing and giving force and effect in Canada to the Taxes Order;

(g) recognizing and enforcing the Order (I) Establishing Bidding Procedures for the Sale of the Cementing Business, (II) Scheduling Bid Deadlines and an Auction, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Contract Assumption and Assignment Procedures, and (V) Granting Related Relief, granted by the U.S. Bankruptcy Court on July 29, 2020 (the "**Cementing Bidding Procedures Order**"), which, *inter alia*, (a) authorizes and approves the Bidding Procedures (as defined therein) for the Sale of the Cementing Business (as those terms are defined therein), (b) establishes certain dates and deadlines including the Bid Deadline and the date of the Auction (as those terms are defined therein), if any, (c) approves the form and manner of the Auction, if any, and Winning Bidder (as defined therein), (d) approves the Assumption and Assignment Procedures (as defined therein) for the assumption and assignment of certain executory contracts and unexpired leases and related cure amounts, and (e) grants related relief. Considering that the Cementing Bidding Procedures Order includes certain assets of BJ Canada located in Canada, BJ Canada seeks an Order recognizing and giving force and effect in Canada to the Cementing Bidding Procedures Order;

(h) recognizing and enforcing the Order (I) Approving the Bidding Procedures With Respect to Certain of the Debtor's Fracking Equipment and Intellectual Property, (II) Scheduling an Auction and a Sale Hearing, (III) Approving the Form and Manner of Notices Related Thereto, (IV) Approving Contract Assumption and Assignment Procedures, and (V) Granting Related Relief, granted by the U.S. Bankruptcy Court on July 29, 2020 (the "**Fracking Bidding Procedures Order**") which, *inter alia*, (a) authorizes and approves the Bidding Procedures (as defined therein) for the Sale of the Assets (as those terms are defined therein), (b)

establishes certain dates and deadlines, including the Bid Deadline and the date of the Auction (as those terms are defined therein), if any, (c) approves the form and manner of the Auction, if any, and the Sale Hearing (as defined therein), (d) approves the Assumption and Assignment Procedures (as defined therein) for the assumption and assignment of certain executory contracts and unexpired leases and related cure amounts, and (e) grants related relief. Considering that the Fracking Bidding Procedures Order includes certain intellectual property assets of BJ Services, LLC located in Canada, BJ Canada seeks an Order recognizing and giving force and effect in Canada to the Fracking Bidding Procedures Order; and

(i) recognizing and enforcing the Order (I) Authorizing and Approving Procedures to Assume, Assume and Assign, and Reject Executory Contracts and Unexpired Leases, and (II) Granting Related Relief, granted by the U.S. Bankruptcy Court on July 29, 2020 (the "**Rejection – Assumption Procedures Order**") which authorizes and approves procedures by which the Chapter 11 Debtors may assume, assume and assign, and reject certain of their prepetition executory contracts and unexpired leases, and grants related relief. Considering that the Rejection – Assumption Procedures Order will prevent the Chapter 11 Debtors from having to file separate motions to reject or assume individual contracts and leases and minimize the cost to the respective Chapter 11 Debtors' estates, BJ Canada seeks an Order recognizing and giving force and effect in Canada to the Rejection – Assumption Procedures Order;

all in substantially the form of the proposed Order attached hereto as **Schedule "B"**, and;

8. granting such further and other relief as this Honourable Court may deem just.

Affidavit or other evidence to be used in support of this application:

9. The Affidavit of Warren Zemlak sworn July 22, 2020; and

10. The Affidavit No. 3 of Warren Zemlak, filed herewith.

Applicable Acts and regulations:

11. The CCAA, as amended, including but not limited to Part IV thereof.

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

SCHEDULE "A"

	CLERK'S STAMP
COURT FILE NUMBER	2001-08972
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c C-36, as amended **APPLICATION OF BJ SERVICES HOLDINGS CANADA ULC**
DOCUMENT	**ORDER (AMENDING FOREIGN RECOGNITION ORDER)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BENNETT JONES LLP** Barristers and Solicitors 4500 Bankers Hall East 855-2nd Street SW Calgary, Alberta T2P 4K7 Attention: Kelsey Meyer / Keely Cameron Telephone No.: 403-298-3323 / 403-298-3324 Fax No.: 403-265-7219 Client File No.: 78081-9
DATE ON WHICH ORDER WAS PRONOUNCED:	**Friday, August 14, 2020**
LOCATION OF HEARING OR TRIAL:	**Calgary Courts Centre**
NAME OF MASTER/JUDGE WHO MADE THIS ORDER:	**The Honourable Madam Justice K.M. Horner**

UPON the application of BJ Services Holdings Canada ULC ("**BJ Canada**" or the "**Applicant**"), in its capacity as the foreign representative (the **"Foreign Representative"**); **AND UPON** reading the Affidavit of Warren Zemlak, sworn July 22, 2020; **AND UPON** reviewing the Order granted in these proceedings on July 28, 2020 by the Honourable Madam Justice J. E. Topolniski (the "**Foreign Recognition Order**"); **AND UPON** reading the Affidavit No. 3 of Warren Zemlak, sworn August 12, 2020; **AND UPON** hearing from counsel for the Applicant; **AND UPON** being advised that those parties on the service list maintained in these proceedings have been served with notice of this Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and the Affidavit No. 3 of Warren Zemlak is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

AMENDMENT OF FOREIGN RECOGNITION ORDER

2. The Foreign Recognition Order is hereby amended and restated in the form attached hereto as **Schedule "A"**.

Effect

3. This Order is effective as of 12:01 a.m. MDT on the date that the Order is granted.

J.C.Q.B.A.

SCHEDULE "A"

	CLERK'S STAMP
COURT FILE NUMBER	2001-08972
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c C-36, as amended
	APPLICATION OF BJ SERVICES HOLDINGS CANADA ULC
DOCUMENT	**ORDER (AMENDED AND RESTATED FOREIGN RECOGNITION ORDER)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BENNETT JONES LLP** Barristers and Solicitors 4500 Bankers Hall East 855-2nd Street SW Calgary, Alberta T2P 4K7 Attention: Kelsey Meyer / Keely Cameron Telephone No.: 403-298-3323 / 403-298-3324 Fax No.: 403-265-7219 Client File No.: 78081-9
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UPON the application of BJ Services Holdings Canada ULC ("**BJ Canada**" or the "**Applicant**"), in its capacity as the foreign representative (the **"Foreign Representative"**) of its estate and the estate of BJ Services, LLC; **AND UPON** reading the Affidavit of Warren Zemlak, sworn July 22, 2020, which attaches as Exhibits copies of the documents required pursuant to section 46 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the **"CCAA"**) in relation to BJ Canada; **AND UPON** reading the Affidavit No. 2 of Warren Zemlak, sworn July 27, 2020; **AND UPON** reading the Affidavit No. 3 of Warren Zemlak, sworn August 12, 2020, which attaches as Exhibits copies of the document required pursuant to section 46 of the CCAA in relation to BJ Services, LLC; **AND UPON** hearing from counsel for the Applicant; **AND UPON** being advised that the service list maintained in these proceedings has been served with notice of this Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

4. The time for service of the Originating Application, the Affidavit of Warren Zemlak sworn July 22, 2020, the Affidavit No. 2 of Warren Zemlak sworn July 27, 2020, the Affidavit No. 3 of Warren Zemlak sworn August 12, 2020, and the Application filed August 12, 2020 is hereby abridged and validated such that this Application is properly returnable today, and this Court hereby dispenses with further service thereof.

APPOINTMENT OF THE FOREIGN REPRESENTATIVE

5. BJ Canada is appointed as the Foreign Representative of BJ Canada and of BJ Services, LLC pursuant to section 45 of the CCAA in respect of the proceedings (the **"Chapter 11 Proceedings"**) pursuant to Chapter 11 of Title 11 of the United States Bankruptcy Code (the **"Bankruptcy Code"**), Case No. 20-33627 in the United States Bankruptcy Court, Southern District of Texas (the **"U.S. Bankruptcy Court"**), and BJ Canada is entitled to bring this application pursuant to Section 46 of the CCAA.

Recognition of the Chapter 11 Proceedings

6. The Chapter 11 Proceedings in respect of BJ Canada and in respect of BJ Services, LLC are hereby recognized and given full force and effect in all provinces and territories of Canada as "foreign main proceedings" as defined in Section 45 of the CCAA, and for the purposes of Sections 47 and 48 of the CCAA.

Stay of Proceedings

7. It is hereby ordered that, unless and until otherwise ordered by this Court:

   (a) all proceedings taken or that might be taken against BJ Canada or BJ Services, LLC under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the **"BIA"**), or the *Winding-Up and Restructuring Act,* R.S.C. 1985, c. W-11, as amended, are stayed;

   (b) further proceedings in any action, suit or proceeding against BJ Canada or against BJ Services, LLC are restrained; and

   (c) the commencement of any action, suit or proceeding against BJ Canada or BJ Services, LLC is prohibited.

8. From the date hereof until and unless otherwise ordered by this Court (the **"Stay Period"**), no proceeding or enforcement process in any Court or tribunal in Canada (each a **"Proceeding"**, and collectively, **"Proceedings"**) shall be commenced or continued against or in respect of BJ Canada or BJ Services, LLC or affecting either of their respective businesses in Canada (collectively, the **"Business"**) or either of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of BJ Canada and of BJ Services, LLC in Canada that relate to the Business (collectively, the **"Property"**), except with leave of this Honourable Court, and any and all Proceedings currently under way against or in respect of BJ Canada or BJ Services, LLC or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Honourable Court.

Exercise of Rights or Remedies

9. During the Stay Period, all rights and remedies in Canada of any individual, firm, corporation, agency, governmental or quasi-governmental body, or other entity (all of the foregoing, collectively being **"Persons"** and each being a **"Person"**) in respect of BJ Canada and in respect of BJ Services, LLC or affecting the Business or the Property, are hereby stayed and suspended except with leave of this Honourable Court, provided that nothing in this Order shall:

   (a) prevent the assertion of or the exercise of rights and remedies outside of Canada;

   (b) empower BJ Canada or BJ Services, LLC to carry on any business in Canada that BJ Canada or BJ Services LLC are not lawfully entitled to carry on;

   (c) affect such investigations, actions, suits or Proceedings, by a regulatory body as are permitted by Section 11.1 of the CCAA;

   (d) prevent the filing of any registration to preserve or perfect a security interest; or

   (e) prevent the registration of a claim for lien.

No Interference with Rights

10. During the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by BJ Canada or BJ Services, LLC in respect of or affecting the Property or Business, except with the written consent of BJ Canada or with leave of this Honourable Court.

No Sale of Property

11. Except in accordance with orders of the U.S. Bankruptcy Court that are recognized by this Honourable Court or with approval of this Honourable Court, BJ Canada and BJ Services, LLC are prohibited from selling or otherwise disposing of outside of the ordinary course of their Business, any of their Property.

Continuation of Services

12. During the Stay Period, all Persons having oral or written agreements with BJ Canada or BJ Services, LLC or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance and transportation logistics services, customs brokerage services, utility or other services provided in respect of the Property or Business of BJ Canada or BJ Services, LLC, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by BJ Canada or by BJ Services, LLC and that BJ Canada and BJ Services, LLC shall be entitled to the continued use in Canada of, among other things, its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods and services received after the date of this Order are paid by BJ Canada and by BJ Services, LLC in accordance with normal payment practices of BJ Canada and of BJ Services, LLC or such other practices as may be agreed upon by the supplier or service provider and BJ Canada or BJ Services, LLC, or as may be ordered by this Court.

No Derogation of Rights

13. Notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance monies or otherwise extend any credit to BJ Canada or to BJ Services, LLC. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

Proceedings Against Directors and Officers

14. During the Stay Period, and except as permitted by Section 11.03(2) of the CCAA, no Proceeding may be commenced or continued against the former, current or future directors or officers of BJ Canada or BJ Services, LLC with respect to any claim against the directors

or officers that arose before the date hereof, and that related to any obligations of BJ Canada or of BJ Services, LLC whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligation, until a plan of compromise, arrangement or reorganization in respect of BJ Canada and BJ Services, LLC, if one is filed in the Chapter 11 Proceedings, is recognized by this Court and becomes effective in accordance with its terms or unless otherwise ordered by this Court.

Recognition of Foreign Orders

15. The following Orders (collectively, the **"Foreign Orders"**) of the U.S. Bankruptcy Court made in the Chapter 11 Proceedings are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

(a) The Order Authorizing BJ Services Holdings Canada ULC to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505 (the "**Foreign Representative Order**") granted July 21, 2020, attached hereto as **Schedule "A"**;

(b) The Interim Order (I) Authorizing Debtors to Use Cash Collateral Pursuant To Section 363(c) of the Bankruptcy Code, (II) Granting Adequate Protection to the Prepetition ABL Secured Parties for the Use Thereof, (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(b), and (IV) Granting Related Relief (the "**Interim Cash Collateral Order**") granted July 21, 2020, attached hereto as **Schedule "B"**;

(c) The Agreed First Supplemental Interim Order (I) Authorizing Debtors to Use Cash Collateral Pursuant to Section 363(c) of the Bankruptcy Code; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(b); and (IV) Granting Related Relief (the "**Cash Collateral Bridge Order**") granted July 26, 2020, attached hereto as **Schedule "C"**;

(d) The Interim Order Authorizing the Debtors to (I) Continue to Operate Their Cash Management System and Maintain Existing Bank Accounts and (II) Perform

Limited Intercompany Transactions (the "**Interim Cash Management Order**") granted July 22, 2020, attached hereto as **Schedule "D"**;

(e) The Interim Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims On Account of (A) Critical Vendors Claims, (B) Lien Claims, and (C) 503(b)(9) Claims, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief (the "**Interim Critical Vendors and Lienholders Order**") granted July 21, 2020, attached hereto as **Schedule "E"**;

(f) The Order (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, (C) Honor the Terms of the Premium Financing Agreements and Pay Premiums Thereunder, (D) Enter Into New Premium Financing Agreements in the Ordinary Course of Business, and (II) Grants Related Relief (the "**Insurance Order**") granted July 21, 2020, attached hereto as **Schedule "F"**; and

(g) The Order (I) Authorizing the Chapter 11 Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses, and (B) Continue Employee Benefits Programs and (II) Granting Related Relief (the "**Wages Order**") granted July 21, 2020, attached hereto as **Schedule "G"**;

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada.

Service of Court Materials

16. The Applicant and its agents are at liberty to serve this Order, any other Orders in this proceeding, and all other proceedings, notices and documents by prepaid ordinary mail, courier, personal delivery or electronic transmission to any interested party of BJ Canada or of BJ Services, LLC at their addresses as last shown on the records of BJ Canada and of BJ Services, LLC and that any such service or notice by courier, personal delivery or

electronic transmission shall be deemed to be received on the next business day following the date of forwarding, or if sent by ordinary mail, on the fifth calendar day after mailing.

In Assistance of Other Courts

17. This Court hereby requests the aid and recognition of any Court, tribunal, regulatory, governmental or administrative body having jurisdiction in Canada, the United States or elsewhere, to give effect to this Order and to assist BJ Canada and its agents in carrying out the terms of this Order. All Courts, tribunals, regulatory, governmental and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to BJ Canada and its agents as may be necessary or desirable to give effect to this Order or to assist BJ Canada and its agents in carrying out the terms of this Order.

18. BJ Canada is at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

Publication of Notice

19. BJ Canada shall publish once per week for two consecutive weeks, in the Globe & Mail (National Edition), a Notice, pursuant to Section 53(b) of the CCAA, containing the prescribed information.

Miscellaneous

20. Notwithstanding any other provision of this Order, any interested Person may apply to this Court to vary or amend this Order, or to seek other form of relief upon seven days' notice to BJ Canada and its counsel, and to any other party likely to be affected by the Order sought or upon such other notice, if any, as this Court may order.

21. This Order is effective as of 12:01 a.m. MDT on the date that the Order is granted.

J.C.Q.B.A.

SCHEDULE "A"

ENTERED
07/21/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Joint Administration Requested)
	)	**Re: Docket No. 4**

ORDER AUTHORIZING BJ SERVICES HOLDINGS CANADA, ULC TO ACT AS FOREIGN REPRESENTATIVE PURSUANT TO 11 U.S.C. § 1505

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), authorizing BJ Services Holdings Canada, ULC ("BJ Canada") to act as foreign representative on behalf of the estate of BJ Canada pursuant to 11 U.S.C. § 1505; all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. BJ Canada is hereby authorized to act as the Foreign Representative on behalf of its estate in connection with the Canadian Proceeding. As Foreign Representative, BJ Canada shall be authorized and shall have the power to act in any way permitted by applicable foreign law, including (a) seeking recognition of its chapter 11 case in the Canadian Proceeding, (b) requesting that the Canadian Court lend assistance to this Court in protecting its property, and (c) seeking any other appropriate relief from the Canadian Court that BJ Canada deems just and proper in the furtherance of the protection of its estate.

2. This Court requests the aid and assistance of the Canadian Court to recognize these chapter 11 cases as a "foreign main proceeding" and BJ Canada as a "foreign representative" pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order.

3. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an

administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

4. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

5. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: July 21, 2020

Marvin Isgur
United States Bankruptcy Judge

SCHEDULE "B"

United States Bankruptcy Court Southern - Texas
ENTERED
07/21/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. __**

INTERIM ORDER (I) AUTHORIZING DEBTORS TO USE CASH COLLATERAL PURSUANT TO SECTION 363(c) OF THE BANKRUPTCY CODE; (II) GRANTING ADEQUATE PROTECTION TO THE PREPETITION ABL SECURED PARTIES FOR THE USE THEREOF; (III) SCHEDULING A FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(b); AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of BJ Services, LLC ("BJS") and its affiliated debtors, each as debtor and debtor in possession (collectively, the "Debtors") in the above captioned cases for entry of interim and final orders (this "Interim Order" and a "Final Order," respectively) pursuant to sections 105(a), 361, 362, 363, 503 and 507 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), rules 4002-1 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules"), and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the "Complex Case Rules"), seeking, among other things, the following relief:

a. authorization for the Debtors, pursuant to sections 105, 361, 362, 363, and 507 of the Bankruptcy Code, to continue to use the Cash Collateral of the Prepetition ABL

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

Secured Parties (each as defined below), CLMG Collateral of the CLMG Secured Parties (each as defined below) and GACP Collateral of the GACP Secured Parties (each as defined below) in accordance with the terms and conditions set forth below;

b. the grant of superpriority claims and the grant of automatically perfected liens, security interests, and other adequate protection, as applicable, to the Prepetition ABL Secured Parties, CLMG Secured Parties, and the GACP Secured Parties to the extent of any diminution in value of their interest in the Prepetition ABL Collateral, including Cash Collateral, in the CLMG Collateral, as applicable, or in the GACP Collateral, as applicable, under or in connection with the Prepetition ABL Loan Documents (as defined below) the CLMG Term Loan Agreement (as defined below), or the GACP Term Loan Agreement (as defined below);

c. subject to certain challenge rights of certain parties in interest (subject to the limitations specified herein), approving certain stipulations by the Debtors with respect to (i) the Prepetition ABL Loan Documents (as hereinafter defined below); (ii) the CLMG Term Loan Credit Agreement; and (iii) the liens and security interests arising therefrom;

d. vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent set forth herein;

e. subject only to and effective upon entry of the Final Order, waiving the Debtors' right to assert with respect to the Prepetition ABL Collateral, the Cash Collateral, or the Adequate Protection Collateral (as defined below) (i) any claims to surcharge pursuant to section 506(c) of the Bankruptcy Code, (ii) any "equities of the case" exception pursuant to section 552(b) of the Bankruptcy Code, and (iii) the equitable doctrine of "marshalling" or any similar doctrine;

f. scheduling, pursuant to Bankruptcy Rule 4001(b) and Bankruptcy Local Rule 4001-2(c), a final hearing (the "Final Hearing"), to be held within thirty-five (35) days of the entry of this Interim Order to consider entry of the Final Order approving the relief granted herein on a final basis;

g. waiving any applicable stay with respect to the effectiveness and enforceability of this Interim Order and, as later applicable, the Final Order (including a waiver pursuant to Bankruptcy Rule 6004(h)); and

h. granting related relief.

This Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests

of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *The Motion.* The relief requested in the Motion is granted on an interim basis in accordance with the terms of, and to the extent set forth in, this Interim Order. Any and all objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived or resolved, and all reservations of rights, are hereby denied and overruled on the merits, except as may be set forth herein. This Interim Order shall become effective immediately upon its entry.

2. *Jurisdiction.* This Court has core jurisdiction over the Debtors' chapter 11 cases commenced on July 20, 2020 (the "Chapter 11 Cases," and such date, the "Petition Date"), the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. *Notice.* Under the circumstances of these cases, proper, timely, adequate and sufficient notice of the Motion, the Interim Hearing, and the Interim Order has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, and no other or further notice of the Motion, the Interim Hearing, or this Interim Order shall be

required. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing.

4. *Debtors' Stipulations*. In requesting use of their Cash Collateral and the other Prepetition ABL Collateral, and in exchange for and as a material inducement to the Prepetition ABL Secured Parties' agreement to permit consensual use of their Cash Collateral and the other Prepetition ABL Collateral, the Debtors acknowledge, represent, stipulate, and agree, subject to the challenge rights set forth in paragraph 30 below (but subject to the limitations thereon contained herein), as follows (collectively defined as the "Debtors' Stipulations"):

a. *Prepetition ABL Credit Facility*. On May 30, 2017, BJS entered into that certain Revolving Credit and Guaranty Agreement (as amended by the Limited Waiver and First Amendment to Revolving Credit and Guaranty Agreement dated October 3, 2018, and further amended by the Second Amendment to Revolving Credit and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement, dated January 28, 2019, and as otherwise amended, supplemented, or modified prior to the date hereof, the "Prepetition ABL Credit Agreement," and further supplemented and modified by those certain Limited Waivers, dated as of June 2, 2020, June 12, 2020, and June 23, 2020, and together with all mortgage, security, pledge and guaranty agreements and all other Loan Documents (as defined in the Prepetition ABL Credit Agreement) and all other documentation executed by any Debtor in connection with any of the foregoing, each as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition ABL Loan Documents"), with JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Prepetition ABL Agent"), and the lenders party thereto (the "Prepetition ABL Lenders," and together with the Prepetition ABL Agent, the "Prepetition ABL Secured Parties").

b. *Prepetition ABL Obligations*. As of the Petition Date, pursuant to the Prepetition ABL Loan Documents and applicable law, the Prepetition ABL Secured Parties hold valid, enforceable, secured, and allowable claims against the Debtors in an aggregate amount equal to $101,550,000 plus any and all other accrued and unpaid interest, fees, expenses (including advisors fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition ABL Loan Documents), disbursements, charges, claims, indemnities and other costs and obligations of whatever nature incurred in connection therewith which are chargeable or otherwise reimbursable under the Prepetition ABL Loan Documents or applicable law, whether arising

before or after the Petition Date, including any "Obligations" (as defined in the Prepetition ABL Credit Agreement), of any kind or nature, whether or not evidenced by any note, agreement or other instrument, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtors' obligations under the Prepetition ABL Loan Documents (collectively defined as the "Prepetition ABL Obligations").

c. *Prepetition ABL Liens*. The Prepetition ABL Obligations are secured by continuing, legal, valid, binding, properly perfected, enforceable, non-avoidable first priority liens on and security interests in (the "Prepetition ABL Liens") all of the "Collateral" as defined in the Prepetition ABL Credit Agreement (the "Prepetition ABL Collateral"), including all of the Debtors' cash (including the cash in their deposit accounts and other accounts, wherever located, whether as original collateral or proceeds of other Prepetition ABL Collateral except for Excluded Property (as defined in the Prepetition ABL Credit Agreement)) that constitutes Cash Collateral (as defined below). As of the Petition Date, the aggregate book value of the Prepetition ABL Collateral exceeded the aggregate amount of the Prepetition ABL Obligations.

d. *Validity, Perfection, and Priority of Prepetition ABL Liens and Prepetition ABL Obligations*. The Debtors acknowledge and agree that, as of the Petition Date: (i) the Prepetition ABL Liens on the Prepetition ABL Collateral were valid, binding, and enforceable in accordance with the terms of the applicable Prepetition ABL Loan Documents, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition ABL Secured Parties for fair consideration and reasonably equivalent value; (ii) the Prepetition ABL Liens were and remain senior in priority over any and all other liens on and security interests in the Prepetition ABL Collateral, subject only to (x) the Carve Out (as defined below) and (y) valid, perfected and unavoidable liens permitted under Section 7.01 of the Prepetition ABL Credit Agreement to the extent that such liens or security interests are senior to or *pari passu* with the Prepetition ABL Liens (including, for the avoidance of doubt, valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code) (a "Permitted Encumbrance"); (iii) the Prepetition ABL Obligations constituted legal, valid, binding and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of the applicable Prepetition Loan Documents; (iv) no portion of the Prepetition ABL Obligations or any payments made to the Prepetition ABL Secured Parties or applied to or paid on account of the obligations owing under the Prepetition ABL Loan Documents prior to the Petition Date is subject to any contest, avoidance, reduction, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, reduction, recoupment, disallowance, impairment, rejection, attack, effect, counterclaim, cross-claim, set-off, offset, defense

or any other claim (as defined in the Bankruptcy Code) of any kind, cause of action or any other challenge of any kind or nature under the Bankruptcy Code or any other applicable law or regulation or otherwise and the Debtors do not possess, and shall not assert, any claim, counterclaim, setoff or defense of any kind, nature or description that would in any way affect the validity, enforceability and non-avoidability of any Prepetition ABL Obligations; and (v) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Obligations, the priority of the Debtors' obligations thereunder and the validity, extent, and priority of the Prepetition ABL Liens.

e. *Validity, Perfection, and Priority of Liens and Obligations under the CLMG Term Loan Agreement*. The Debtors acknowledge and agree that, as of the Petition Date: (i) the CLMG Secured Parties' (as defined below) liens on the CLMG Collateral (such liens, the "Prepetition CLMG Liens") were valid, binding, and enforceable in accordance with the terms of the CLMG Term Loan Agreement (as defined below), non-avoidable and properly perfected and were granted to, or for the benefit of, the CLMG Secured Parties for fair consideration and reasonably equivalent value; (ii) the Prepetition CLMG Liens were and remain senior in priority over any and all other liens on and security interests in the CLMG Collateral (as defined below); (iii) the prepetition obligations owed to the CLMG Secured Parties under the CLMG Term Loan Agreement, including any "Obligations" as defined in the CLMG Term Loan Agreement, of any kind or nature, whether or not evidenced by any note, agreement, or other instrument, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtors' obligations (collectively, the "Prepetition CLMG Obligations") constituted legal, valid, binding, and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of the CLMG Term Loan Agreement; (iv) no portion of the Prepetition CLMG Obligations or any payments made to the CLMG Secured Parties or applied to or paid on account of the obligations owing under the CLMG Term Loan Agreement prior to the Petition Date is subject to any contest, avoidance, reduction, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, reduction, recoupment, disallowance, impairment, rejection, attack, effect, counterclaim, cross-claim, set-off, offset, defense or any other claim (as defined in the Bankruptcy Code) of any kind, cause of action or any other challenge of any kind or nature under the Bankruptcy Code or any other applicable law or regulation or otherwise and the Debtors do not possess, and shall not assert, any claim, counterclaim, setoff or defense of any kind, nature or description that would in any way affect the validity, enforceability and non-avoidability of any Prepetition CLMG Obligations; and (v) the Debtors waive, discharge, and release any right to challenge any of the Prepetition CLMG Obligations, the priority of the Debtors' obligations thereunder and the validity, extent, and priority of the Prepetition CLMG Liens.

f. *Validity, Perfection, and Priority of Liens and Obligations under the GACP Term Loan Agreement*. The Debtors acknowledge and agree that, as of the Petition Date: (i) the GACP Secured Parties' (as defined below) liens on the GACP Collateral (such liens, the "Prepetition GACP Liens") were valid, binding, and enforceable in accordance with the terms of the GACP Term Loan Agreement (as defined below), non-avoidable and properly perfected and were granted to, or for the benefit of, the GACP Secured Parties for fair consideration and reasonably equivalent value; (ii) the Prepetition GACP Liens were and remain senior in priority over any and all other liens on and security interests in the GACP Collateral (as defined below); (iii) the prepetition obligations owed to the GACP Secured Parties under the GACP Term Loan Agreement, including any "Obligations" as defined in the GACP Term Loan Agreement, of any kind or nature, whether or not evidenced by any note, agreement, or other instrument, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtors' obligations (collectively, the "Prepetition GACP Obligations") constituted legal, valid, binding, and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of the GACP Term Loan Agreement; (iv) no portion of the Prepetition GACP Obligations or any payments made to the GACP Secured Parties or applied to or paid on account of the obligations owing under the GACP Term Loan Agreement prior to the Petition Date is subject to any contest, avoidance, reduction, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, reduction, recoupment, disallowance, impairment, rejection, attack, effect, counterclaim, cross-claim, set-off, offset, defense or any other claim (as defined in the Bankruptcy Code) of any kind, cause of action or any other challenge of any kind or nature under the Bankruptcy Code or any other applicable law or regulation or otherwise and the Debtors do not possess, and shall not assert, any claim, counterclaim, setoff or defense of any kind, nature or description that would in any way affect the validity, enforceability and non-avoidability of any Prepetition GACP Obligations; and (v) the Debtors waive, discharge, and release any right to challenge any of the Prepetition GACP Obligations, the priority of the Debtors' obligations thereunder and the validity, extent, and priority of the Prepetition GACP Liens

5. *Cash Collateral*. For purposes of this Interim Order, the term "Cash Collateral" shall mean and include all "cash collateral," as defined in section 363 of the Bankruptcy Code, in or on which the Prepetition ABL Secured Parties have a lien, security interest or other interest (including, without limitation, any adequate protection liens or security interests), and shall include, without limitation, all Prepetition ABL Collateral that is cash of the Debtors' estates and all cash equivalents, whether in the form of negotiable instruments, documents of title, securities,

deposit accounts, commodity accounts, securities accounts, investment accounts, or in any other form, that were on the Petition Date in any of the Debtors' possession, custody or control (or persons in privity with any of the Debtors) or which present income, proceeds, products, rents, or profits of any of the Prepetition ABL Collateral, including to the extent the Debtors obtain an interest in such funds after the Petition Date in the case of each of the foregoing, except for any Excluded Property (as defined in the Prepetition ABL Credit Agreement). The Prepetition ABL Agent has, for the benefit of the Prepetition ABL Lenders, first-priority, perfected liens in the Cash Collateral pursuant to the applicable provisions of the Prepetition ABL Loan Documents, sections 363(a) and 552(b) of the Bankruptcy Code, and this Interim Order.

6. *Findings Regarding the Use of Cash Collateral and Prepetition ABL Collateral*.

a. Good cause has been shown for the entry of this Interim Order.

b. The Debtors have an immediate need to use the Prepetition ABL Collateral, including Cash Collateral to, among other things, fund the orderly sale of their assets, pay their operating expenses, and preserve the value of the Debtors' estates.

c. The terms of the use of the Prepetition ABL Collateral pursuant to this Interim Order are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

d. The terms of the use of the Prepetition ABL Collateral pursuant to this Interim Order have been the subject of extensive negotiations conducted in good faith and at arm's length among the Debtors, the Prepetition ABL Agent, and other Prepetition ABL Secured Parties and, pursuant to sections 105, 361, and 363 of the Bankruptcy Code, the Prepetition ABL Agent and the other Prepetition ABL Secured Parties are hereby found to be entities that have acted in "good faith" in connection with the negotiation and entry of this Interim Order, and each is entitled to the protection provided under section 363(m) of the Bankruptcy Code.

e. The Debtors have requested entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and (d) and the Complex Case Procedures. Absent granting the interim relief sought by this Interim Order, the Debtors' estates could be immediately and irreparably harmed. The use of the

Prepetition ABL Collateral in accordance with this Interim Order is in the best interest of the Debtors' estates.

7. *Need for Limited Use of Cash Collateral*. The Debtors have an immediate and critical need to continue to use the Prepetition ABL Collateral (including Cash Collateral) in order to permit, among other things, the orderly sale of their assets, to make payroll, to satisfy other working capital and operational needs and fund the Chapter 11 Cases, in each such case in accordance with the terms of this Interim Order, including in accordance with the Budget (as defined below). The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition ABL Collateral is necessary to preserve and maintain the value of the Debtors' estates. Without the use of Cash Collateral, the Debtors would likely not have sufficient liquidity to continue to operate their organization and effectuate an orderly wind-down of the Debtors' businesses. Entry of this Interim Order will preserve the assets of each Debtor's estate and its value and is in the best interests of the Debtors, their creditors, and their estates. The Adequate Protection Liens, the Adequate Protection Superpriority Claims, the ABL Adequate Protection Payments, and the ABL Adequate Protection Fees and Expenses (each as defined herein) are consistent with and authorized by the Bankruptcy Code. Absent authorization to immediately access and use Cash Collateral, the Debtors, the estates, and their creditors would suffer immediate and irreparable harm.

8. *Consent by the Prepetition ABL Agent*. The Prepetition ABL Agent consents to the Debtors' use of Cash Collateral, in accordance with and subject to the terms and conditions contained in this Interim Order, which consent has been supported or unopposed by the Required Lenders (as defined in the Prepetition ABL Credit Agreement) after receipt of notice and shall be deemed sufficient under the circumstances for purposes of this Interim Order. All use of Cash Collateral by the Debtors shall be consistent with the initial 7-day cash flow budget attached hereto

as **Exhibit 1**, as may be amended or replaced pursuant to paragraph 16 hereof (the "Budget"), subject to any Non-Conforming Use (as such term is defined below) permitted hereunder; provided, however, that the actual aggregate operating disbursements of the Debtors, tested every day commencing the date of entry of this Interim Order on a cumulative basis, shall not exceed the projected amount therefor set forth in the Budget for such applicable time period by more than 10% (any variance not exceeding the maximum amount, a "Permitted Variance"); provided that nothing herein shall operate as a limitation on the amount of professional fees a Professional Person may seek to be paid by the Debtors pursuant to an order of the Court, nor shall anything herein limit the Prepetition ABL Agent's rights to oppose any request for payment of professional fees in excess of the Permitted Variance). Any transfer or use of Cash Collateral by the Debtors shall be conditioned upon the Debtors' compliance with the Budget, including any Permitted Variances or Non-Conforming Uses. The Prepetition ABL Agent may (with the consent of the Required Lenders if the proposed amount is equal to or greater than $1 million) agree in writing to the use of the Cash Collateral in a manner or amount which does not conform to the manner or amount, as applicable, set forth in the Budget (including, for the avoidance of doubt, any Permitted Variances) (each such approved non-conforming use of Cash Collateral, a "Non-Conforming Use"). If such written consent is given (which consent may be given through email by the Prepetition ABL Agent or the Prepetition ABL Agent's counsel), the Debtors shall be authorized pursuant to this Interim Order to use Cash Collateral for any such Non-Conforming Use without further Court approval, and the Prepetition ABL Secured Parties shall be entitled to all of the protections specified in this Interim Order for any such Non-Conforming Use; provided that each such permitted Non-Conforming Use shall be deemed a modification to the Budget for all testing purposes. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim

Order, the Prepetition ABL Agent does not consent to the Debtors' use of, and the Debtors shall not be permitted to use, Cash Collateral for payment of costs attributable to the GACP Collateral or CLMG Collateral (each as defined below), including costs and expenses of preserving, or disposing of, the GACP Collateral or CLMG Collateral or incurred in connection with any sale of such GACP Collateral or CLMG Collateral.

9. *Entitlement to Adequate Protection.* Pursuant to sections 361, 362, 363(c)(2), and 363(e) of the Bankruptcy Code, the Prepetition ABL Secured Parties are entitled to adequate protection of their interests in the Prepetition ABL Collateral, including the Cash Collateral, in an amount equal to the aggregate actual diminution in the value of the Prepetition ABL Secured Parties' interests in the Prepetition ABL Collateral (including Cash Collateral) from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease, or use by the Debtors of the Prepetition ABL Collateral (including Cash Collateral, whether pursuant to the Budget or otherwise), the subordination of their liens on the Prepetition ABL Collateral and Adequate Protection Superpriority Claims (as defined herein) to the Carve Out pursuant to this Interim Order and the Prepetition ABL Loan Documents, or the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code ("ABL Diminution in Value").

10. *Entitlement to Adequate Protection.* Pursuant to sections 361, 362, 363(c)(2), and 363(e) of the Bankruptcy Code, the CLMG Secured Parties are entitled to adequate protection of their interests in the CLMG Collateral, in an amount equal to the aggregate actual diminution in the value of the CLMG Secured Parties' interests in the CLMG Collateral from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease, or use by the Debtors of the CLMG

Collateral, or the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code. ("CLMG Diminution in Value").

11. *Entitlement to Adequate Protection.* Pursuant to sections 361, 362, 363(c)(2), and 363(e) of the Bankruptcy Code, the GACP Secured Parties are entitled to adequate protection of their interests in the GACP Collateral, in an amount equal to the aggregate actual diminution in the value of the GACP Secured Parties' interests in the GACP Collateral from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease, or use by the Debtors of the GACP Collateral, or the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code. ("GACP Diminution in Value").

12. *ABL Adequate Protection Claims and Liens*. The Prepetition ABL Secured Parties are hereby granted the following (collectively, the "ABL Adequate Protection Obligations"), solely to the extent of any ABL Diminution in Value; provided that the collateral set forth in this paragraph 11 shall not include assets or property (other than Prepetition ABL Collateral, including Cash Collateral) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, would constitute a default or event of default under any of the Debtors' contracts or leases, excluding, for the avoidance of doubt, the GACP Term Loan Agreement (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof:

a. *ABL Adequate Protection Liens*. Pursuant to sections 361 and 363(e) of the Bankruptcy Code, as adequate protection against any actual ABL Diminution in Value (if any) of the Prepetition ABL Collateral, including Cash Collateral, effective as of the Petition Date and perfected without the need for execution by the Debtors or the recordation or other filing by the Prepetition ABL Agent of security agreements, control agreements, pledge agreements, mortgages or other Collateral Documents (as defined in the Prepetition ABL Credit Agreement) or financing statements or other similar

documents, or the possession or control by the Prepetition ABL Agent of any Adequate Protection Collateral, the Prepetition ABL Agent is hereby granted for the ratable benefit of the Prepetition ABL Lenders, as security for the payment of the ABL Adequate Protection Obligations, subject and subordinate only to the Carve Out, the following security interests and liens (all such liens and security interests, the "ABL Adequate Protection Liens," and all property identified in clauses (i) - (iii) below being collectively referred to as the "ABL Adequate Protection Collateral"):

(i) First Priority ABL Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, binding, continuing, enforceable, fully perfected, first priority (subject to subparagraph 10(b)) senior replacement liens on and security interests in and upon (a) all Prepetition ABL Collateral, and (b) all assets and properties of the Debtors' estates other than (i) the CLMG Collateral (as defined below), (ii) the GACP Collateral (as defined below), and (iii) those assets and properties that are subject to any other (x) valid, perfected, non-avoidable, and enforceable liens in existence on or as of the Petition Date or (y) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, whether now owned or hereafter acquired, including, without limitation, all personal and real property of the Debtors' estates and all products, proceeds, rents, and profits thereof that, from and after the Petition Date, is not subject to any lien or security interest, if any, including upon entry of the Final Order, the proceeds of any claims and causes of action of the Debtors (but not on the actual claims and causes of action) arising under sections 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state law (collectively, the "Avoidance Actions") (the foregoing liens being collectively referred to as the "First Priority ABL Adequate Protection Liens").

(ii) ABL Adequate Protection Liens Junior to Certain Existing Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected non-voidable junior priority liens on, and junior security interests in, all tangible and intangible assets, including without limitation, all prepetition and post-petition property of the Debtors' estates, and all products and proceeds thereof, whether now existing or hereafter acquired, that is subject to (a) valid, perfected, and unavoidable liens in existence as of the Petition Date, including, without limitation, the liens of (i) GACP Finance Co., LLC ("GACP"), as administrative agent and collateral agent under the Term Loan Credit and Guaranty Agreement, dated as of January 28, 2019, by and among BJS, GACP, and the other parties thereto (as amended, restated, amended and restated, supplemented, or otherwise

modified from time to time, the "GACP Term Loan Agreement"), which encumber the "Collateral" as defined therein (the "GACP Collateral") and (ii) CLMG Corp. ("CLMG"), as administrative agent and collateral agent under the Credit Agreement, dated as of December 31, 2019, by and among BJS, CLMG, and the other parties thereto (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "CLMG Term Loan Agreement"), which encumber the "Collateral" as defined therein (the "CLMG Collateral") or (b) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which valid, perfected and unavoidable liens are senior in priority to the security interests and liens in favor of the Prepetition ABL Agent (the foregoing liens being collectively referred to as the "Junior ABL Adequate Protection Liens").

(iii) ABL Adequate Protection Liens Senior to Prepetition ABL Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-voidable priming lien on, and security interest in, all tangible and intangible assets comprising the Prepetition ABL Collateral, and all products and proceeds thereof, whether now existing or hereafter acquired.

b. *Status of the ABL Adequate Protection Liens*. Subject in all respects to the Carve Out, the Adequate Protection Liens shall not be (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (B) any lien or security interest arising after the Petition Date, or (ii) except as otherwise set forth in clauses (a)(i)-(iii) of this paragraph 11, subordinated to or made *pari passu* with any other lien or security interest, now or hereafter existing and whether authorized under sections 363 or 364 of the Bankruptcy Code or otherwise.

c. *Enforceability.* Subject in all respects to the Carve Out, the ABL Adequate Protection Liens shall not be subject to sections 506(c) (upon entry of the Final Order), 510, 549, 550, or 551 of the Bankruptcy Code. The ABL Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Debtors' Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Debtors' Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (each, a "Successor Case").

d. *Adequate Protection Superpriority Claims*. The ABL Adequate Protection Obligations due to the Prepetition ABL Agent shall constitute allowed

superpriority administrative expense claims against the Debtors in the amount of any Diminution in Value of the Prepetition ABL Collateral, including Cash Collateral, as provided in section 507(b) of the Bankruptcy Code, with priority in payment over any and all unsecured claims and administrative expense claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 552(b), 726, 1113, 1114 and any other provision of the Bankruptcy Code, and shall at all times be senior to the rights of the Debtors and any successor trustee or creditor in these Chapter 11 Cases or any Successor Case (the "ABL Adequate Protection Superpriority Claims"), subject and subordinate only to the Carve Out (as defined herein).

13. *ABL Additional Adequate Protection.* As additional adequate protection to the Prepetition ABL Agent and the Prepetition ABL Secured Parties:

a. *Payment of Prepetition and Postpetition Interest*. The Debtors shall pay to the Prepetition ABL Agent for the benefit of the Prepetition ABL Lenders all accrued and unpaid interest (including, for the avoidance of doubt, interest accruing and becoming due after the Petition Date) at the non-default rates and consistent with the ordinary course interest payment dates set forth in the Prepetition ABL Credit Agreement (the "ABL Adequate Protection Payments").

b. *Payment of Prepetition ABL Agent Fees and Expenses*. As additional adequate protection, the Prepetition ABL Agent shall receive from the Debtors, for the benefit of the Prepetition ABL Lenders, current cash payments of all reasonable and documented prepetition and postpetition fees and expenses payable to the Prepetition ABL Secured Parties under the Prepetition ABL Loan Documents, including, but not limited to, the reasonable and documented prepetition and postpetition fees and disbursements of legal counsel, financial advisors, and other consultants (the "ABL Adequate Protection Fees and Expenses"). Payment of all such professional fees and expenses shall not be subject to allowance by the Court but shall be subject to the following process. At the same time such invoices are delivered to the Debtors, the professionals for the Prepetition ABL Secured Parties shall deliver a copy of their respective invoices to counsel for any official committee appointed in these cases pursuant to section 1102 of the Bankruptcy Code (a "Creditors' Committee") and the office of the United States Trustee (the "U.S. Trustee"). The invoices for such fees and expenses shall not be required to comply with any U.S. Trustee guidelines related to the payment of fees and expenses of retained estate professionals, may be in summary form only, and shall not be subject to application or allowance by the Court. Any objections raised by the

Debtors, the U.S. Trustee, or the Creditors' Committee with respect to such invoices within ten (10) days of receipt thereof (the "Invoice Review Period") will be resolved by the Court (absent prior consensual resolution thereof). Pending such resolution, the undisputed portion of any such invoice shall be paid by the Debtors within three (3) days of the expiration of the Invoice Review Period. Except as otherwise ordered by the Court in the event an objection is timely filed, such fees and expenses shall not be subject to any setoff, defense, claim, counterclaim, or diminution of any type, kind, or nature whatsoever.

c. *Other Covenants*. The Debtors shall maintain their cash management system in a manner consistent with this Interim Order, and any order of this Court approving the maintenance of the Debtors' cash management system. The Debtors shall not use, sell, or lease any material assets outside the ordinary course of business, or seek authority to this Court to do any of the foregoing, without prior consultation with the Prepetition ABL Agent at least seven (7) days prior to the date on which the Debtors seek authority of this Court for such use, sale, or lease. The Debtors shall comply with the covenants contained in section 6.07 of the Prepetition ABL Credit Agreement regarding the maintenance and insurance of the Prepetition ABL Collateral and the Adequate Protection Collateral.

14. *CLMG Adequate Protection Claims and Liens*. CLMG in its capacity as administrative agent (the "CLMG Agent"), and the lenders party thereto (the "CLMG Lenders," and together with the CLMG Agent, the "CLMG Secured Parties") are hereby granted the following (collectively, the "CLMG Adequate Protection Obligations" and together with the ABL Adequate Protection Obligations, the "Adequate Protection Obligations"), solely to the extent of any CLMG Diminution in Value; provided that the collateral set forth in this paragraph 13 shall not include assets or property (other than CLMG Collateral) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, would constitute a default or event of default under any of the Debtors' contracts or leases, excluding, for the avoidance of doubt, the GACP Term Loan Agreement and Prepetition ABL Credit Agreement (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof:

a. *CLMG Adequate Protection Liens*. Pursuant to sections 361 and 363(e) of the Bankruptcy Code, as adequate protection against any actual CLMG Diminution in Value (if any) of the CLMG Collateral effective as of the Petition Date and perfected without the need for execution by the Debtors or the recordation or other filing by CLMG of security agreements, control agreements, pledge agreements, mortgages or other Collateral Documents (as defined in the CLMG Term Loan Credit Agreement) or financing statements or other similar documents, or the possession or control by CLMG of any Adequate Protection Collateral, CLMG is hereby granted, as security for the payment of the CLMG Adequate Protection Obligations, the following security interests and liens (all such liens and security interests, the "CLMG Adequate Protection Liens," and together with the ABL Adequate Protection Liens, the "Adequate Protection Liens"):

(i) CLMG Adequate Protection Liens Junior to Certain Existing Liens and Junior to ABL Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected non-voidable junior priority liens on, and junior security interests in, all tangible and intangible assets, including without limitation, all prepetition and postpetition property of the Debtors' estates, and all products and proceeds thereof, whether now existing or hereafter acquired, that is subject to (a) valid, perfected, and unavoidable liens in existence as of the Petition Date, including, without limitation (i) the assets subject to the ABL Adequate Protection Liens (other than with respect the CLMG Collateral) and (ii) the GACP Collateral (which such liens on the GACP Collateral shall be junior to the ABL Adequate Protection Liens) or (b) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which valid, perfected and unavoidable liens are senior in priority to the security interests and liens in favor of CLMG (the foregoing liens being collectively referred to as the "Junior CLMG Adequate Protection Liens").

(ii) Adequate Protection Liens Senior to Prepetition CLMG Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-voidable priming lien on, and security interest in, all tangible and intangible assets comprising the CLMG Collateral, and all products and proceeds thereof, whether now existing or hereafter acquired.

b. *Status of the CLMG Adequate Protection Liens*. The CLMG Adequate Protection Liens shall be *pari passu* with the GACP Adequate Protection Liens and junior to the ABL Adequate Protections Liens in all respects and shall not otherwise be (i) subject or subordinate to (A) any lien or security

interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (B) any lien or security interest arising after the Petition Date, or (ii) except as otherwise set forth in clauses (a)(i)-(ii) of this paragraph 13, subordinated to or made *pari passu* with any other lien or security interest, now or hereafter existing and whether authorized under sections 363 or 364 of the Bankruptcy Code or otherwise.

c. *Enforceability.* The CLMG Adequate Protection Liens shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code. The CLMG Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Debtors' Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Debtors' Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (each, a "Successor Case").

15. *GACP Adequate Protection Claims and Liens.* GACP, in its capacity as administrative agent (the "GACP Agent"), and the lenders party thereto (the "GACP Lenders," and together with the GACP Agent, the "GACP Secured Parties") are hereby granted the following (collectively, the "GACP Adequate Protection Obligations" and together with the ABL Adequate Protection Obligations, the "Adequate Protection Obligations"), solely to the extent of any GACP Diminution in Value; provided that the collateral set forth in this paragraph 13 shall not include assets or property (other than GACP Collateral) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, would constitute a default or event of default under any of the Debtors' contracts or leases, excluding, for the avoidance of doubt, the GACP Term Loan Agreement and Prepetition ABL Credit Agreement (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof:

a. *GACP Adequate Protection Liens.* Pursuant to sections 361 and 363(e) of the Bankruptcy Code, as adequate protection against any actual GACP Diminution in Value (if any) of the GACP Collateral effective as of the Petition Date and perfected without the need for execution by the Debtors or the recordation or other filing by GACP of security agreements, control

agreements, pledge agreements, mortgages or other Collateral Documents (as defined in the GACP Term Loan Credit Agreement) or financing statements or other similar documents, or the possession or control by GACP of any Adequate Protection Collateral, GACP is hereby granted, as security for the payment of the GACP Adequate Protection Obligations, the following security interests and liens (all such liens and security interests, the "GACP Adequate Protection Liens," and together with the ABL Adequate Protection Liens, the "Adequate Protection Liens"):

(i) GACP Adequate Protection Liens Junior to Certain Existing Liens and Junior to ABL Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected non-voidable junior priority liens on, and junior security interests in, all tangible and intangible assets, including without limitation, all prepetition and postpetition property of the Debtors' estates, and all products and proceeds thereof, whether now existing or hereafter acquired, that is subject to (a) valid, perfected, and unavoidable liens in existence as of the Petition Date, including, without limitation (i) the assets subject to the ABL Adequate Protection Liens (other than with respect the GACP Collateral) and (ii) the GACP Collateral (which such liens on the GACP Collateral shall be junior to the ABL Adequate Protection Liens) or (b) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which valid, perfected and unavoidable liens are senior in priority to the security interests and liens in favor of GACP (the foregoing liens being collectively referred to as the "Junior GACP Adequate Protection Liens").

(ii) Adequate Protection Liens Senior to Prepetition GACP Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-voidable priming lien on, and security interest in, all tangible and intangible assets comprising the GACP Collateral, and all products and proceeds thereof, whether now existing or hereafter acquired.

b. *Status of the GACP Adequate Protection Liens*. The GACP Adequate Protection Liens shall be *pari passu* with the CLMG Adequate Protection Liens and junior to the ABL Adequate Protections Liens in all respects and shall not otherwise be (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (B) any lien or security interest arising after the Petition Date, or (ii) except as otherwise set forth in clauses (a)(i)-(ii) of this paragraph 13, subordinated to or made *pari passu* with any other lien or security interest, now or hereafter existing and

whether authorized under sections 363 or 364 of the Bankruptcy Code or otherwise.

c. *Enforceability.* The GACP Adequate Protection Liens shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code. The GACP Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Debtors' Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Debtors' Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (each, a "Successor Case").

16. *Reporting*. As adequate protection for the Debtors' use of the Prepetition ABL Collateral (including Cash Collateral), the Debtors shall comply with the reporting requirements set forth in the Prepetition ABL Loan Documents, provided that notwithstanding anything to the contrary in this Interim Order or the Prepetition ABL Loan Documents, the Debtors shall not be required to deliver any Borrowing Base Certificates (as defined in the Prepetition ABL Credit Agreement) to the Prepetition ABL Agent. For the avoidance of doubt, any forecast and financial reporting requirements under this Cash Collateral Order shall replace and be in lieu of any similar requirements under the Prepetition ABL Loan Documents. The Debtors shall provide the following additional reporting to the Prepetition ABL Agent:

a. subject to entry of a further interim order or the Final Order, on or before 5:00 p.m. (Central Time) on every fourth Thursday (or, if such Thursday is not a business day, then the immediately succeeding business day), starting on the fourth Thursday following the entry of this Interim Order or such time period as otherwise agreed, until earlier of (i) confirmation of a chapter 11 plan by the Debtors or (ii) the repayment of the Prepetition ABL Obligations indefeasibly in full in cash, an updated Budget with respect to the Debtors for the current calendar week then ended and the immediately following consecutive 12 weeks (collectively, 13 weeks), set forth on a weekly basis. Each proposed Budget provided to the Prepetition ABL Agent shall be of no force and effect unless and until it is approved by the Prepetition ABL Agent, which approval has been supported or unopposed by the Required Lenders (as defined in the Prepetition ABL Credit Agreement), and, until such approval is given, the prior Budget shall remain in effect. Any such proposed Budget, upon the approval of the Prepetition ABL Agent shall become, as of the date of such approval or such

determination (and the Prepetition ABL shall be deemed to have approved the Budget upon the passage of five (5) days with no objection) and for the period of time covered thereby, the Budget, and shall prospectively replace any prior Budget. If the Debtors and the Prepetition ABL Agent are unable to agree on a proposed Budget's terms, the Debtors reserve the right to seek an expedited hearing with the Court to resolve such disagreement. In that event, the Prepetition ABL Agent shall not oppose the request for expedited consideration provided that any such hearing is held on not less than 48 hours' notice to the Prepetition ABL Agent. In the event of any dispute regarding the terms of a Budget, the Debtors and the Prepetition ABL Agent reserve any and all rights under the Bankruptcy Code or applicable law;

b. subject to entry of a further interim order or the Final Order, on or before 5:00 p.m. (Central Time) on every Thursday (or, if such Thursday is not a business day, then the immediately succeeding business day), starting on the first Thursday following the entry of this Interim Order, the Debtors shall deliver to the Prepetition ABL Agent, on a line-by-line basis, a reconciliation report showing the variances comparing actual cash receipts and disbursements of the Debtors during the immediately-preceding calendar week with corresponding forecasted amounts for such week in the Budget, including written descriptions in reasonable detail explaining any material positive or negative variances;

c. all financial reports, forecasts and all other financial documentation, pleadings and other filings that are reasonably requested by the Prepetition ABL Agent or its representatives and agents, including, but not limited to (i) any appraisals conducted by Hilco, GACP, or any other party, (ii) any other materials that may value the Debtors' intellectual property or real estate assets; (iii) weekly updates on the asset sale process, and (iv) weekly Frac Fleet updates;

d. in addition to, and without limiting, whatever rights to access the Prepetition ABL Agent has under the Prepetition ABL Loan Documents, upon reasonable notice, at reasonable times during normal business hours, the Debtors shall (a) permit representatives of the Prepetition ABL Agent to visit and inspect any of their respective properties, to examine and make abstracts or copies from any of their respective books and records, to tour the Debtors' business premises and other properties, and (b) cause their representatives and agents to make themselves reasonably available to discuss the Debtors' affairs, financial condition, properties, business, operations and accounts with the representatives and agents of the Prepetition ABL Agent.

17. *Carve Out*.

a. *Carve Out*. As used in this Interim Order, the "Carve Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office

of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $75,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals") and the Creditors' Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons") at any time before or on the first business day following delivery by the Prepetition ABL Agent of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice (the "Pre-Carve Out Trigger Professional Fees"); and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed the amount equal to $1 million less the Pre-Carve Out Trigger Professional Fees incurred after the first business day following delivery by the Prepetition ABL Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carve Out Trigger Notice Cap"). For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the Prepetition ABL Agent to the Debtors, the Debtors' lead restructuring counsel, the U.S. Trustee, and counsel to the Creditors' Committee, which notice may be delivered following the occurrence and during the continuation of a Termination Event (as defined below) and upon termination of the Debtors' right to use Cash Collateral by the Prepetition ABL Secured Parties, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

b. *Fee Estimates*. Subject to entry of a further interim order or the Final Order, not later than 7:00 p.m. New York time on the Wednesday of each week starting with the first full calendar week following the Petition Date, each Professional Person shall deliver to the Debtors a statement setting forth a good-faith estimate of the amount of fees and expenses incurred during the preceding week by such Professional Person (through Saturday of such week, the "Calculation Date") (collectively, "Estimated Fees and Expenses"), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "Weekly Statement"); provided, that within one business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver one additional statement (the "Final Statement") setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent

Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date (and the Debtors shall cause such Weekly Statement and Final Statement to be delivered on the same day received to the Prepetition ABL Agent). Subject to entry of a further interim order or the Final Order, if any Professional Person fails to deliver a Weekly Statement within three calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Carve Out Reserves (as defined below) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Budget for such period for such Professional Person.

c. *Carve Out Reserves.*

(i) Subject to entry of a further interim order or the Final Order, commencing with the week ending on the first Friday after entry of such interim order or the Final Order,[3] and on or before the Thursday of each week thereafter, the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the greater of (x) (i) for the week ending on the first Friday after entry of a further interim order or the Final Order, the aggregate amount of all Estimated Fees and Expenses reflected in all Weekly Statements delivered to the Debtors and the Prepetition ABL Agent between the Petition Date and the immediately prior Wednesday and (ii) for all weeks after the week ending on the first Friday after entry of a further interim order or the Final Order, the aggregate amount of all Estimated Fees and Expenses reflected in the Weekly Statement delivered on the immediately prior Wednesday to the Debtors and the Prepetition ABL Agent, and (y) (i) for the week ending on the first Friday after entry of a further interim order or the Final Order, the aggregate amount of Allowed Professional Fees contemplated to be incurred in the Budget during all prior weeks of the case and (ii) for all weeks after the week ending on the First Friday after entry of a further interim order or the Final Order, the aggregate amount of Allowed Professional Fees contemplated to be incurred in the Budget during such week.

(ii) On the day on which a Carve Out Trigger Notice is given by the Prepetition ABL Agent to the Debtors with a copy to counsel to any

[3] For the avoidance of doubt, should the Prepetition Agent or Administrative Agent deliver a Carve Out Trigger Notice prior to this date, the Debtors shall utilize all cash on hand to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees and any other reserves contemplated by this Interim Order.

Creditors' Committee (the "Termination Declaration Date"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to and the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account in trust to pay such then unpaid Allowed Professional Fees (the "Pre-Carve Out Trigger Notice Reserve") prior to any and all other claims. On the Termination Declaration Date, after funding the Pre-Carve Out Trigger Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap (the "Post-Carve Out Trigger Notice Reserve" and, together with the Pre-Carve Out Trigger Notice Reserve, the "Carve Out Reserves") prior to any and all other claims. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above (the "Pre-Carve Out Amounts"), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Prepetition ABL Agent for the benefit of the Prepetition ABL Secured Parties, unless the Prepetition ABL Obligations have been indefeasibly paid in full, in cash, in which case any such excess shall be paid to the Debtors' creditors in accordance with their rights and priorities as of the Petition Date. Upon the foregoing funding, the Prepetition ABL Agent and Prepetition ABL Secured Parties shall have no further obligation to fund the Pre-Carve Out Trigger Notice Reserve or Post-Carve Out Trigger Notice Reserve or subordinate their liens and claims on account of any Allowed Professional Fees.

d. *Application to Carve Out Reserves*. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "Post-Carve Out Amounts"), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Prepetition ABL Secured Parties in accordance with their rights and priorities under applicable law, unless the Prepetition ABL Obligations have been indefeasibly paid in full, in cash, in which case any such excess shall be paid to the Debtors' creditors in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the Prepetition ABL Loan Documents, or this Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 17(b), then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve, up to the applicable

amount set forth in this paragraph 17(a), prior to making any payments to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Lenders, or any of the Debtors' creditors, as applicable. Notwithstanding anything to the contrary in the Prepetition ABL Loan Documents or this Interim Order, following delivery of a Carve Out Trigger Notice, the Prepetition ABL Secured Parties shall not, and shall not direct any entity to, sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Lenders, for application in accordance with the Prepetition ABL Loan Documents. Further, notwithstanding anything to the contrary in this Interim Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute Loans (as defined in the Prepetition ABL Loan Documents) or increase or reduce the Prepetition ABL Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order or in any Prepetition ABL Loan Documents, the Carve Out shall be senior to all liens and claims securing the Prepetition ABL Collateral, the ABL Adequate Protection Liens, and the 507(b) Claim, and any and all other forms of adequate protection, liens, or claims securing the Prepetition ABL Obligations.

e. *Payment of Allowed Professional Fees Prior to the Termination Declaration Date.* Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

f. *No Direct Obligation to Pay Allowed Professional Fees.* None of the Prepetition ABL Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the Prepetition ABL Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

g. *Payment of Carve Out On or After the Termination Declaration Date*. Any payment or reimbursement made on or after the occurrence of the

Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for dollar basis.

18. *Termination*. The Debtors' right to use Cash Collateral shall terminate (the date of any such termination, the "Termination Date"), without prior order of this Court or any further action by the Prepetition ABL Secured Parties (i) automatically at 11:59 p.m. (prevailing Eastern Time) on July 27, 2020, if the Debtors and Prepetition ABL Secured Parties have not reached agreement on a replacement Budget or (ii) five (5) business days following the delivery of a written notice (a "Default Notice") by the Prepetition ABL Agent to Kirkland & Ellis LLP (any such five (5) business-day period of time, the "Default Notice Period") of the occurrence of any of the events set forth in clauses (a) through (k) below (unless cured by the Debtors or waived by the Prepetition ABL Administrative Agent, with the consent of the Required Lenders, in writing (with email being sufficient) prior to expiration of the Default Notice Period); provided that, if a hearing to consider any appropriate relief in connection with delivery of the Default Notice or continued use of Cash Collateral (as may be held on an expedited basis) is requested to be heard within such five (5) business day period but is scheduled for a later date by the Court, the Default Notice Period shall be automatically extended to the date of such hearing (the events set forth in clauses (a) through (k) below are collectively referred to herein as the "Termination Events"):

a. the failure to obtain entry of the Final Order on or before thirty-five (35) days after the entry of this Interim Order (unless such period is extended by mutual agreement between the Prepetition ABL Agent and the Debtors, which extension may be documented by email) if the Final Order has not been entered by this Court on or before such date (provided that such thirty-five (35)-day period shall be automatically extended by five (5) days to the extent it is not reasonably feasible to hold and conclude a final hearing (if necessary) prior to the expiration of such thirty-five (35)-day period as a result of the closure of the Court due to the events or circumstances surrounding the virus known as COVID-19, and the Prepetition ABL Lenders and the Prepetition ABL Agent shall be deemed to have automatically agreed to such extension);

b. any Debtor's failure to comply with any of the material terms or conditions of this Interim Order, including, but not limited to, (i) the use of Cash Collateral for any purpose other than as permitted in this Interim Order, (ii) failure to comply with the Budget (including any distributions in excess of the Permitted Variance that have not been resolved and approved, in writing, by the Prepetition ABL Agent), or (iii) failure to comply with the reporting requirements set forth in this Interim Order; provided that notwithstanding anything to the contrary in this Interim Order or the Prepetition ABL Loan Documents, the Debtors shall not be required to deliver any Borrowing Base Certificates (as defined in the Prepetition ABL Credit Agreement) to the Prepetition ABL Agent;

c. the failure of the Debtors to make any payment under this Interim Order to the Prepetition ABL Agent within three (3) business days after such payment becomes due, other than payments required pursuant to paragraph 13(b) of this Interim Order, which payments shall be made as required therein;

d. this Interim Order ceases, for any reason (other than by reason of the express written agreement by the Prepetition ABL Agent, which agreement has been supported or unopposed by the Required Lenders, or the supersession of this Interim Order by the Final Order), to be in full force and effect in any material respect, or any Debtor so asserts in writing, or the Adequate Protection Liens or Adequate Protection Superpriority Claims created by this Interim Order cease in any material respect to be enforceable and of the same effect and priority purported to be created hereby or any Debtor so asserts in writing;

e. the Court shall have entered an order reversing, amending, supplementing, staying, vacating, or otherwise modifying this Interim Order in a manner materially adverse to the Prepetition ABL Secured Parties without the prior written consent of the of the Prepetition ABL Agent, which consent may be provided by electronic mail;

f. the date an application, motion, or other pleading is filed by the Debtors for the approval of, or the date the Court shall have entered an order recognizing or granting, any superpriority claim or any lien in these Chapter 11 Cases that is *pari passu* with or senior to the ABL Adequate Protection Superpriority Claims or the ABL Adequate Protection Liens without the prior written consent of the Prepetition ABL Secured Parties (other than the Carve Out);

g. the date any of the Debtors files any pleading or commences any action against the Prepetition ABL Secured Parties challenging the validity or enforceability of the Prepetition ABL Obligations or the Prepetition ABL Liens or seeking to avoid, disallow, subordinate, or recharacterize any claim, lien, or interest held by any of the Prepetition ABL Secured Parties

arising under or related to the Prepetition ABL Obligations (or if the Debtor supports any such motion, pleading, application or adversary proceeding commenced by any third party); provided that if the Debtors provide any response to any discovery request, or make a witness available for deposition, such action shall not be a violation of this subparagraph 18(g);

h. the date any of the Debtors file or otherwise support any motion, pleading, or other document, including a chapter 11 plan, that (i) seeks to amend, modify, or supplement this Interim Order, or (ii) otherwise materially, negatively affects the Prepetition ABL Secured Parties, without the prior written consent of the Prepetition ABL Agent; provided, that the consent of the Prepetition ABL Agent shall not be required if, pursuant to a chapter 11 plan, the Prepetition ABL Obligations and Adequate Protection Obligations are indefeasibly paid in full in cash on the effective date of such plan.

i. the date any of the Debtors file a motion seeking an order, or the date any court of competent jurisdiction enters an order, dismissing the Chapter 11 Cases, converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, appointing a trustee, responsible officer, or examiner with expanded powers relating to the operation of the organization in the Chapter 11 Cases, or terminating the Debtors' exclusivity under Bankruptcy Code section 1121, unless consented to in writing by the Prepetition ABL Agent, which consent has been approved or unopposed by the Required Lenders;

j. the filing of any pleading by any Debtor in support of (in any such case by way of any motion or other pleading filed with the Court or any other writing to another party in interest executed by or on behalf of any such Debtor) any other person's opposition to any motion filed in the Court by the Prepetition ABL Agent or the Prepetition ABL Lenders seeking confirmation of the amount of its claims or the validity or enforceability of the Prepetition ABL Liens or the Adequate Protection Liens, except with regard to good faith disputes over the payment of expenses and fees, provided that if the Debtors provided any response to any discovery request, or make a witness available for deposition, such action shall not be a violation of this subparagraph 18(j);

k. the Court shall have entered an order granting relief from the automatic stay (without the consent of the Prepetition ABL Lenders) to the holder or holders of any security interest to permit foreclosure (or the granting of a deed *in lieu* of foreclosure or the like) on any of the Prepetition ABL Collateral or Adequate Protection Collateral on which the Prepetition ABL Lenders have a first-priority security interest, which has an aggregate value in excess of $50,000; provided however, that to the extent such lien can be satisfied by amounts contemplated to pay prepetition liens in the Budget, any relief granted on account of such liens shall not trigger a Termination Event.

19. *Rights and Remedies upon Termination Event*. Except as otherwise ordered by the Court, following the expiration of the Default Notice Period, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Interim Order, any Adequate Protection Obligations determined by the Court to be due and owing as of the delivery of the Termination Notice, if any, shall become due and payable and/or the Prepetition ABL Secured Parties shall be entitled to exercise their rights and remedies. Prior to exercising the remedies set forth in this sentence below, the Prepetition ABL Secured Parties shall be required to file a motion with the Court seeking emergency relief (the "Stay Relief Motion") on no less than five (5) business days' written notice, which notice period may be concurrent with the Default Notice Period, to (i) the Court, (ii) counsel for the Debtors, (iii) counsel for the Creditors' Committee (if any), and (iv) the U.S. Trustee for a further order of the Court modifying the automatic stay in the Chapter 11 Cases to permit the Prepetition ABL Secured Parties to exercise their rights and remedies against the Prepetition ABL Collateral or Adequate Protection Collateral to the extent available in accordance with the applicable Prepetition ABL Loan Documents, this Interim Order, or applicable law, including (x) setting-off amounts in any account of the Debtors maintained with the Prepetition ABL Agent or Prepetition ABL Lenders with respect to which the Prepetition ABL Agent controls pursuant to a deposit account control agreement to the extent necessary for payment of the Adequate Protection Obligations determined by the Court to be due and payable as of the delivery of the Termination Notice and (y) foreclosing upon and selling all or a portion of the Prepetition ABL Collateral or Adequate Protection Collateral in order to collect the Adequate Protection Obligations. Upon the Court's ruling on the Stay Relief Motion, the Court may fashion an appropriate remedy upon a determination that a Termination Event occurred, including that the

Prepetition ABL Agent shall be entitled to exercise all rights and remedies with respect to the Collateral provided for in this Interim Order, including the right to foreclose on or otherwise exercise its rights with respect to all or any portion of the Collateral, as permitted by the Court. Upon the occurrence of the delivery of a Default Notice, the Debtors, the Prepetition ABL Agent, and each Prepetition ABL Secured Party consent to a hearing on an expedited basis to consider whether (a) a Termination Event has occurred and (b) any other appropriate relief (including, without limitation, the Debtors' non-consensual use of Cash Collateral). During the Default Notice Period, the Debtors shall be entitled to continue to use the Cash Collateral in accordance with the terms of the Budget and this Interim Order. Notwithstanding anything to the contrary herein, upon a Termination Event, the delivery of a Default Notice, the expiration of the Default Notice Period, or the occurrence of the Termination Date, all of the rights, remedies, benefits, and protections provided to the Prepetition ABL Secured Parties under this Interim Order shall survive. Except as otherwise provided herein or ordered by the Court, neither section 105 of the Bankruptcy Code nor any other provision of the Bankruptcy Code or applicable law shall be utilized to prohibit the exercise, enjoyment and enforcement of any rights, benefits, privileges and remedies set forth in this paragraph.

20. *Modification of Automatic Stay*. Except as provided in paragraph 15 herein, the automatic stay under section 362(a) of the Bankruptcy Code is hereby modified to the extent necessary to effectuate all of the terms and provisions of this Interim Order, including, without limitation, to: (a) permit the Debtors to grant the Adequate Protection Liens and Adequate Protection Superpriority Claims; (b) permit the Debtors to perform such acts as the Prepetition ABL Secured Parties may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the Prepetition ABL

Secured Parties under this Interim Order; (d) authorize the Debtors to pay, and the Prepetition ABL Secured Parties to retain and apply, any payments made in accordance with the terms of this Interim Order; and (e) permit the Prepetition ABL Secured Parties, subject to the terms of this Interim Order, to exercise all rights and remedies provided for hereunder; provided that during the Default Notice Period, unless otherwise ordered by the Court, the automatic stay under section 362 of the Bankruptcy Code shall remain in effect.

21. *Limitation on Charging Expenses Against Collateral*. Subject only to and effective upon entry of the Final Order, except to the extent of the Carve Out, no costs or expenses of administration which have been or may be incurred in these Chapter 11 Cases or any Successor Case at any time shall be surcharged against, and no person may seek to surcharge any costs or expenses of administration against the Prepetition ABL Secured Parties, or any of the Prepetition ABL Obligations, the Carve Out, or the Prepetition ABL Collateral, pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Prepetition ABL Agent, which consent is approved or unopposed by the Required Lenders. Subject to the Carve Out, nothing contained in this Interim Order shall be deemed a consent by the Prepetition ABL Agent to any charge, lien, assessment, or claim against the Prepetition ABL Collateral, or the Adequate Protection Liens, or otherwise, and no action, inaction or acquiescence by the Prepetition ABL Agent shall be deemed to be or shall be considered evidence of any alleged consent to a surcharge against the Prepetition ABL Secured Parties, the Prepetition ABL Obligations, or the Prepetition ABL Collateral. Notwithstanding the foregoing and for the avoidance of doubt, the Debtors and the Prepetition ABL Secured Parties reserve all rights to seek to surcharge costs and expenses of administration against GACP, the GACP Collateral, CLMG and the CLMG Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise.

22. *Section 552(b) of the Bankruptcy Code*. Subject only to and effective upon entry of the Final Order, the Prepetition ABL Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and no person may assert an "equities of the case" claim under section 552(b) of the Bankruptcy Code against the Prepetition ABL Secured Parties with respect to proceeds, product, offspring, or profits of any of the Prepetition ABL Collateral o.

23. *Payments Free and Clear*. Subject and subordinate to the Carve Out, any and all proceeds remitted to the Prepetition ABL Agent pursuant to the terms of this Interim Order or any subsequent order of this Court shall be irrevocable (subject to paragraphs 21 and 26 of this Interim Order), received free and clear of any claim, charge, assessment, or other liability, including, without limitation, but subject to entry of the Final Order, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) of the Bankruptcy Code or the "equities of the case" exception of section 552(b) of the Bankruptcy Code.

24. *All Parties' Reservation of Rights*. All parties reserve their rights to argue that, to the extent that any cash payment of interest, fees, and expenses as adequate protection to the Prepetition ABL Secured Parties, the CLMG Secured Parties, or the GACP Secured Parties is not allowed under section 506(b) of the Bankruptcy Code and not allowed on any other basis (including, without limitation, (i) on account of the Debtors' use of Prepetition ABL Collateral, CLMG Collateral, or GACP Collateral and (ii) that there has been ABL Diminution in Value, CLMG Diminution in Value, or GACP Diminution in Value), such payments should be recharacterized and applied as payments of principal owed under the applicable Prepetition ABL Loan Document, under the CLMG Term Loan Credit Agreement, or under the GACP Term Loan Credit Agreement, as applicable.

25. *Debtors' Reservation of Rights*. Notwithstanding anything to the contrary in this Interim Order, the entry of this Interim Order and the grant of adequate protection to the Prepetition ABL Secured Parties and the Prepetition ABL Agent pursuant to the terms hereof shall be without prejudice to the rights of the Debtors to, following the occurrence of the Termination Date, seek authority (at any time) to use Cash Collateral and the Prepetition ABL Collateral without the consent of the Prepetition ABL Secured Parties, and the Prepetition ABL Secured Parties reserve all of their respective rights with respect to contesting any such motion or request by the Debtors or any other person.

26. *No Marshaling*. Subject only to and effective upon entry of the Final Order, the Prepetition ABL Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition ABL Collateral, and proceeds of the Prepetition ABL Collateral shall be received and applied pursuant to this Interim Order and the Prepetition ABL Loan Documents notwithstanding any other agreement or provision to the contrary. Subject to the Carve Out, without limiting the generality of the immediately preceding sentence, no party shall be entitled, directly or indirectly, to direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of the Prepetition ABL Collateral after a Termination Event.

27. *Continuation of Prepetition ABL Liens*. Subject to the rights set forth in paragraph 29, until the Prepetition ABL Secured Parties are Paid in Full, all liens and security interests of the Prepetition ABL Secured Parties (including, without limitation, the Adequate Protection Liens) shall remain valid and enforceable with the same continuing priority as described herein. The term "Paid in Full" or "Payment in Full" means except as otherwise agreed to by, the Prepetition Secured Parties (including through entry of an order confirming a chapter 11 plan reasonably

acceptable to the Prepetition Secured Parties), all of the Prepetition ABL Obligations and Adequate Protection Obligations have been indefeasibly paid in full in cash and completely satisfied (including the cash collateralization of any letters of credit) and all Commitments (as defined in the Prepetition ABL Credit Agreement) have been terminated.

28. *Continuation of Prepetition CLMG Liens*. Until the Prepetition CLMG Obligations have been satisfied (including by payment in cash, turnover of collateral, or consent to release liens), all liens and security interests of the CLMG Secured Parties shall remain valid and enforceable with the same continuing priority as described herein.

29. *Continuation of the Prepetition GACP Liens*. Until the Prepetition GACP Obligations have been satisfied (including by payment in cash, turnover of collateral, or consent to release liens), all liens and security interests of the GACP Secured Parties shall remain valid and enforceable with the same continuing priority as described herein

30. *Perfection of ABL Adequate Protection Liens*.

a. The Prepetition ABL Secured Parties are hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, patent filings, mortgages, deeds of trust, notices of lien or similar instruments in any jurisdiction, or take possession of or control over cash or securities, or take any other action in order to validate and perfect the ABL Adequate Protection Liens; provided, however, that the Prepetition ABL Secured Parties may not take any aforementioned action to file or record such instruments against the CLMG Collateral or GACP Collateral. Whether or not the Prepetition ABL Secured Parties shall, each, in its sole discretion, choose to file such financing statements, trademark filings, copyright filings, patent filings, mortgages, deeds of trust, notices of lien or similar instruments, or take possession of or control over any cash, securities or any other property of the Debtors, or take any action that otherwise may be required under federal, state or local law in any jurisdiction to validate and perfect a security interest or lien, in any such case, the ABL Adequate Protection Liens shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination (subject to the priorities set forth in this Interim Order), at the time and on the date of entry of this Interim Order or thereafter. Upon the reasonable request of any of the Prepetition ABL Secured Parties, the

Prepetition ABL Secured Parties and the Debtors, without any further consent of any party, are authorized to take, execute, deliver and file such instruments (in each case, without representation or warranty of any kind) to enable the Prepetition ABL Secured Parties to further validate, perfect, preserve and enforce the ABL Adequate Protection Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date.

b. A certified copy of this Interim Order (or the notice of the filing hereof) may, in the discretion of the Prepetition ABL Secured Parties, be filed with or recorded in filing or recording offices in addition to or *in lieu* of such financing statements, mortgages, deeds of trust, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Interim Order or notice for filing and/or recording, as applicable. The automatic stay of section 362(a) of the Bankruptcy Code shall be, and hereby is deemed, modified to the extent necessary to permit the Prepetition ABL Secured Parties to take all actions, as applicable, referenced in this paragraph 30(a) and 30(b).

31. *Effect of Stipulations on Third Parties*. Each of the Debtors' Stipulations and each of the Debtors' other admissions, agreements and releases contained in this Interim Order, including, without limitation, in paragraph 4 of this Interim Order, shall be binding upon the Debtors and all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in these cases (including a Creditors' Committee, if any) and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors (a "Trustee"), in all circumstances and for all purposes unless: (a) any party in interest (including any Trustee), with requisite standing, has duly filed an adversary proceeding or contested matter, as required under the Bankruptcy Rules (subject in either case to the limitations contained herein, including without limitation, in paragraph 32), challenging the validity, enforceability, priority, or extent of the Prepetition ABL Obligations, the liens on the Prepetition ABL Collateral securing the Prepetition ABL Obligations, the Prepetition CLMG Obligations, the CLMG Collateral, or otherwise asserting or prosecuting any Avoidance Actions or any other claims, counterclaims or

causes of action, objections, contests or defenses (collectively, the "Claims and Defenses") against the Prepetition ABL Agent, any of the other Prepetition ABL Secured Parties, or the CLMG Secured Parties or their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors in connection with any matter related to the Prepetition ABL Obligations, the Prepetition ABL Collateral, the Prepetition CLMG Obligations, or the CLMG Collateral (as applicable) by no later than the date that is (i) the earlier of (A) seventy (75) days after the date of entry of this Interim Order (or, in the case of any official committee appointed in these Cases, sixty (60) days from the date such committee is appointed (the "Committee Challenge Deadline")), (B) the effective date of a confirmed chapter 11 plan, or (C) any such later date as has been ordered by the Court for cause upon a motion filed and served prior to the expieration of the deadline to commence a challenge (such time period, the "Challenge Period"), and (b) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in favor of the plaintiff sustaining any such challenge or claim in any such duly filed adversary proceeding or contested matter; provided that, as to the Debtors, all such Claims and Defenses are hereby irrevocably waived and relinquished as of the Petition Date. If no such adversary proceeding or contested matter is timely filed prior to the expiration of the Challenge Period, without further order of this Court: (x) the Prepetition ABL Obligations, Prepetition CLMG Obligations, and the Prepetition GACP Obligations shall constitute allowed claims, not subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance, for all purposes in the Cases and any subsequent chapter 7 case; (y) the Prepetition ABL Agent's liens on the Prepetition ABL Collateral, CLMG's liens on the CLMG Collateral, and GACP's liens on the GACP Collateral shall be deemed to have been, as of the Petition Date, and to be, legal, valid, binding, perfected and of the priority specified in paragraph 4(d), not subject to defense, counterclaim,

recharacterization, subordination or avoidance; and (z) the Prepetition ABL Obligations, the Prepetition ABL Agent's liens on the Prepetition ABL Collateral, the other Prepetition ABL Secured Parties; the Prepetition CLMG Obligations, CLMG's liens on the CLMG Collateral, and the other CLMG Secured Parties (and their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys, or advisors); and the Prepetition GACP Obligations, GACP's liens on the GACP Collateral, and the other GACP Secured Parties (and their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys, or advisors), shall not be subject to any other or further challenge by any party in interest, and any such party in interest shall be enjoined from seeking to exercise the rights of the Debtors' estates, including without limitation, any successor thereto (including, without limitation, any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period). If any such adversary proceeding or contested matter is timely filed prior to the expiration of the Challenge Period, the stipulations and admissions contained in this Interim Order, including without limitation, in paragraph 4 of this Interim Order, shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any person, including any Trustee, except as to any such findings and admissions that were expressly and successfully challenged in such adversary proceeding or contested matter. Nothing in this Interim Order vests or confers on any person, including a Trustee, standing or authority to pursue any cause of action belonging to the Debtors or their estates. In the event that there is a timely successful challenge brought pursuant to this paragraph 28, the Court shall retain jurisdiction to fashion an appropriate remedy.

32. *Limitation on Use of Collateral*. Subject to the Carve Out, notwithstanding anything herein or in any other order by this Court to the contrary, no Cash Collateral, Prepetition

ABL Collateral, proceeds, products, or offspring of any of the foregoing or any portion of the Carve Out may be used to (except to the extent otherwise expressly agreed in writing by the Prepetition ABL Agent in response to a written request from the Debtors specifying the proposed use) pay any claims for services rendered by any of the professionals retained by the Debtors, any creditor or party in interest, any committee (including any Creditors' Committee), any Trustee, or any other person, party, or entity (or to pay any professional fees and disbursements in connection therewith) to: (a) apply to the Court for authority to approve superpriority claims or grant liens or security interests in the Prepetition ABL Collateral and Cash Collateral, or any portion thereof that are senior to, or on parity with, the Prepetition ABL Liens, unless the Prepetition ABL Obligations, and claims granted to the Prepetition ABL Secured Parties under this Interim Order, as applicable, have been Paid in Full or otherwise agreed to in writing by the Prepetition ABL Secured Parties; (b) prevent, hinder or otherwise delay the Prepetition ABL Secured Parties' assertion, enforcement or realization on the Prepetition ABL Collateral, including Cash Collateral, and liens, claims and rights granted to the Prepetition ABL Secured Parties under this Interim Order, in accordance with the Prepetition ABL Loan Documents or this Interim Order; (c) seek to modify any of the rights and remedies granted to the Prepetition ABL Secured Parties under this Interim Order or the Prepetition ABL Loan Documents; (e) pay any amount on account of any claims arising prior to the Petition Date unless such payments are provided for in the Budget and approved by an order of this Court that is in form and substance reasonably satisfactory to the Prepetition ABL Agent; (f) subject to paragraph 24, investigate, assert, join, commence, support or prosecute any action or claim, counter-claim, action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination or similar relief against the Prepetition ABL Secured Parties or their respective officers, directors, employees, agents,

attorneys, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, or action, including, without limitation, (i) any avoidance actions or other actions arising under chapter 5 of the Bankruptcy Code, (ii) any action relating to any act, omission, or aspect of the relationship between the Prepetition ABL Secured Parties, on the one hand, and the Debtors or any of their affiliates, on the other, (iii) any action with respect to the validity and extent of the Prepetition ABL Obligations, or the validity, extent, and priority of the Prepetition ABL Liens or the Adequate Protection Liens, (iv) any action seeking to invalidate, set aside, avoid or subordinate, in whole or in part, the Prepetition ABL Liens or the Adequate Protection Liens granted under this Order, (v) except to contest the occurrence of a Termination Event as permitted in paragraph 18, any action that has the effect of preventing, hindering or delaying (whether directly or indirectly) the Prepetition ABL Secured Parties in respect of their liens and security interests in the Cash Collateral or the Prepetition ABL Collateral, (vi) pay any fees or similar amounts to any person to purchase the Prepetition ABL Secured Parties' interests in any of the Debtors' assets without the prior written consent of the Prepetition ABL Secured Parties, unless such person consummates or otherwise closes the purchase of the Prepetition ABL Secured Parties' interests in any of the Debtors' assets, or (vii) use or seek to use Cash Collateral unless otherwise permitted hereby, without the prior written consent of the Prepetition ABL Secured Parties; or (g) for objecting to, contesting, delaying, preventing, hindering or otherwise interfering in any way with the exercise of rights or remedies by the Prepetition ABL Secured Parties with respect to any Prepetition ABL Collateral, including Cash Collateral, after the occurrence of an Termination Event, except as otherwise permitted hereby; provided that, notwithstanding anything to the contrary in this paragraph, any Creditors' Committee may use Prepetition ABL Collateral, including Cash Collateral, and the proceeds thereof to solely investigate, but not to prepare,

initiate, litigate, prosecute, object to, or otherwise challenge (i) the claims and liens of the Prepetition ABL Secured Parties and (ii) potential claims, counterclaims, causes of action, or defenses, including the Claims and Defenses, against the Prepetition ABL Secured Parties; provided further that no more than an aggregate of $50,000 of the Prepetition ABL Collateral, including Cash Collateral, and the proceeds thereof may be used by any Creditors' Committee, in respect of the investigations set forth in the preceding proviso (the "Investigation Budget").

33. *Release*. The release, discharge, waivers, settlements, compromises, and agreements set forth in this paragraph shall be deemed effective upon entry of this Interim Order and subject only to the challenge rights set forth in paragraph 31 above. The Debtors forever and irrevocably: (a) release, discharge, and acquit the Prepetition ABL Secured Parties and their affiliates and each of their and their affiliates' respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, and predecessors in interest (each, a "Prepetition Releasee") of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every type arising prior to the Petition Date, including, without limitation, any claims arising from any actions relating to any aspect of the relationship between the Prepetition ABL Secured Parties and the Debtors and their affiliates including any equitable subordination claims or defenses, with respect to or relating to the Prepetition ABL Obligations, the Prepetition ABL Liens, the Prepetition ABL Loan Documents, the Debtors' attempts to restructure the Prepetition ABL Obligations, any and all claims and causes of action arising under title 11 of the United States Code, and any and all claims regarding the validity, priority, perfection or avoidability of the liens or secured claims of the Prepetition ABL Secured Parties, in respect of events that occurred on or prior to the date

hereof; and (b) waive any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability and non-avoidability of the Prepetition ABL Obligations, the Prepetition ABL Liens. Nothing in this Interim Order shall release any claims against a Prepetition Releasee that a court of competent jurisdiction determines, pursuant to a final, non-appealable order, results primarily from the actual fraud, gross negligence, or willful misconduct of such Prepetition Releasee.

34. *Prohibition on Granting of Additional Liens and Interests, Use of Prepetition ABL Collateral*. No liens, claims, interests or priority status, other than the Carve Out and the Permitted Encumbrances, having a lien or administrative priority superior to or *pari passu* with that of the Adequate Protection Superpriority Claim, the Prepetition ABL Liens , or the Adequate Protection Liens shall be granted while any portion of the Prepetition ABL Obligations remain outstanding, or any commitment under the Prepetition ABL Loan Documents remains in effect, without the prior written consent of the Prepetition ABL Secured Parties. Nothing in this Interim Order shall authorize, other than in the ordinary course of the Debtors' business, the sale, transfer, lease, encumbrance, or other disposition of any assets that constitute Prepetition ABL Collateral, CLMG Collateral, or GACP Collateral of the Debtors or their estates without the prior written consent of the Prepetition ABL Secured Parties, CLMG Secured Parties, or GACP Secured Parties, as applicable (and no such consent or direction shall be implied from any other action, inaction, or acquiescence by any Prepetition ABL Secured Party or any order of this Court), except as permitted in the Prepetition ABL Loan Documents, the CLMG Term Loan Agreement, the GACP Term Loan Agreement, and this Interim Order, and approved by the Court to the extent required under applicable bankruptcy law; provided that a Termination Event shall not be deemed to occur if the Debtors seek approval of debtor in possession financing, including, without limitation, debtor

in possession financing which primes existing liens, to the extent (i) such debtor in possession financing provides for Payment in Full of the Prepetition ABL Obligations, and Adequate Protection Obligations or (ii) the Prepetition ABL Agent provides prior written consent, which consent is approved or unopposed by the Required Lenders, for financing that does not provide for Payment in Full of the Prepetition ABL Obligations and Adequate Protection Obligations.

35. *No Impairment of CLMG Collateral.* Unless otherwise provided in this Interim Order, nothing shall authorize the Debtors, the Prepetition ABL Lenders, or any other party in interest to take any action to impair, interfere with, or otherwise adversely impact, (i) the liens and security interests granted to the CLMG Secured Parties or (ii) the CLMG Collateral.

36. *No Impairment of GACP Collateral*. Unless otherwise provided in this Interim Order, nothing shall authorize the Debtors, the Prepetition ABL Lenders, or any other party in interest to take any action to impair, interfere with, or otherwise adversely impact, (i) the liens and security interests granted to the GACP Secured Parties or (ii) the GACP Collateral.

37. *Binding Effect of Interim Order*. Subject to paragraph 25, immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the Debtors, the Prepetition ABL Secured Parties, all other creditors of the Debtors, any Creditors' Committee, and each of their respective successors and assigns (including, without limitation, any trustee, examiner with expanded powers, responsible officer, estate administrator or representative, or similar person appointed in a case for any Debtor under any chapter of the Bankruptcy Code) and shall inure to the benefit of the Debtors, the GACP Secured Parties, CLMG Secured Parties, the Prepetition ABL Secured Parties, and their respective successors and assigns.

38. *Survival*. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order (a) confirming any chapter 11 plan in any of these Chapter 11 Cases; (b) converting any of these cases to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of these cases or any Successor Case; or (d) pursuant to which this Court abstains from hearing any of the cases or any Successor Case. Notwithstanding the entry of any such order, the terms and provisions of this Interim Order, including the claims, liens, security interests and other protections granted to the Prepetition ABL Secured Parties pursuant to this Interim Order, shall continue in these cases, in any Successor Case, or following dismissal of these cases or any Successor Case, and shall maintain their priority as provided by this Interim Order and not be modified, altered or impaired in any way, whether by act or omission, until all of the Prepetition ABL Obligations and Adequate Protection Obligations have been Paid in Full, notwithstanding the occurrence of a Termination Event or any earlier termination of the Debtors' authorization to use the Prepetition ABL Collateral, including Cash Collateral.

39. *Limitation of Liability*. Subject to entry of the Final Order, and solely in the Prepetition ABL Secured Parties' capacity as a lender under the Prepetition ABL Loan Documents, in determining to permit the use of Cash Collateral, making and administering the loans and financial accommodations extended under the Prepetition ABL Loan Documents, extending other financial accommodations to the Debtors under this Interim Order and the Prepetition ABL Loan Documents, or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the Prepetition ABL Loan Documents, as applicable, the Prepetition ABL Secured Parties (in their capacity as such) or any successor of any of the foregoing shall not (a) be deemed to be in "control" of the operations of the Debtors or any of their affiliates; (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; and (c) be deemed to be acting

as a "Responsible Person" or "Owner" or "Operator" with respect to the operation or management of the Debtors or any of their affiliates (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, *et seq*., as amended, or any similar federal or state statute). Furthermore, nothing in this Interim Order or the Prepetition ABL Loan Documents or any other documents related thereto shall in any way be construed or interpreted to impose or allow the imposition upon the Prepetition ABL Secured Parties, or any successor of any of the foregoing, of any liability for any claims arising from the prepetition or postpetition activities of the Debtors or any of their subsidiaries affiliates in the operation of their businesses or in connection with their restructuring efforts.

40. *No Waiver*. Other than as provided in this Interim Order, nothing in this Interim Order shall be construed in any way as a waiver or relinquishment of any rights that the Debtors or the Prepetition ABL Secured Parties may have to bring or be heard on any matter brought before this Court.

41. *Effectiveness*. This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable, *nunc pro tunc* to the Petition Date, immediately upon entry hereof. Notwithstanding any Bankruptcy Rule, any Bankruptcy Local Rule, any Federal Rule of Civil Procedure, or other applicable law, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

42. *Proofs of Claim*. Neither the Prepetition ABL Agent, the Prepetition ABL Lenders, the CLMG Secured Parties, nor the CLMG Secured Parties, shall be required to file proofs of claim in any of the Debtors' Chapter 11 Cases or a Successor Case for any claim allowed herein. The Debtors' Stipulations shall be deemed to constitute a timely filed proof of claim for the Prepetition

ABL Agent and the Prepetition ABL Lenders, the CLMG Secured Parties, the GACP Secured Parties upon approval of this Interim Order, and the Prepetition ABL Agent, the Prepetition ABL Lenders, the CLMG Secured Parties, and the GACP Secured Parties shall be treated under section 502(a) of the Bankruptcy Code as if they filed a proof of claim. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Debtors' Chapter 11 Cases or a Successor Case to the contrary, the Prepetition ABL Agent, the Prepetition ABL Lenders, the CLMG Secured Parties, and the GACP Secured Parties are hereby authorized and entitled, in their sole discretion, but not required, to file (and amend and/or supplement, as they see fit) a proof of claim and/or aggregate proofs of claim in each of these Chapter 11 Cases or a Successor Case for any claim allowed herein.

43. *No Third Party Rights*. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any party, creditor, equity holder, other entity or any direct, indirect or incidental beneficiary other than (a) the Prepetition ABL Secured Parties and their respective Representatives, (b) the Debtors, (c) the CLMG Secured Parties and their Representatives, (d) the GACP Secured Parties and their Representatives, and (e) the respective successors and assigns of each of the foregoing.

44. *Headings*. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

45. *Rights Reserved.* Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the Prepetition ABL Secured Parties' rights to pursue any and all rights and remedies under the Bankruptcy Code, the Prepetition ABL Loan Documents or any other applicable agreement or law, or seek any other or supplemental relief in respect of the Debtors, including the right to seek new,

different or additional adequate protection, as applicable, or the Debtors' or any other party in interest's rights to oppose such relief, or (b) any of the rights and remedies of the Debtors, the Prepetition ABL Secured Parties, or any other party in interest under the Prepetition ABL Loan Documents or other applicable agreement, the Bankruptcy Code or applicable nonbankruptcy law.

46. *CLMG Rights Reserved.* Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the CLMG Secured Parties' rights to pursue any and all rights and remedies under the Bankruptcy Code, the CLMG Term Loan Agreement or any other applicable agreement or law, or seek any other or supplemental relief in respect of the Debtors, including the right to seek new, different or additional adequate protection, as applicable, or the Debtors' or any other party in interest's rights to oppose such relief, or (b) any of the rights and remedies of the Debtors, the CLMG Secured Parties, or any other party in interest under the CLMG Term Loan Agreement or other applicable agreement, the Bankruptcy Code or applicable nonbankruptcy law.

47. *GACP Rights Reserved.* Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the GACP Secured Parties' rights to pursue any and all rights and remedies under the Bankruptcy Code, the GACP Term Loan Agreement or any other applicable agreement or law, or seek any other or supplemental relief in respect of the Debtors, including the right to seek new, different or additional adequate protection, as applicable, or the Debtors' or any other party in interest's rights to oppose such relief, or (b) any of the rights and remedies of the Debtors, the GACP Secured Parties, or any other party in interest under the GACP Term Loan Agreement or other applicable agreement, the Bankruptcy Code or applicable nonbankruptcy law.

48. *Bankruptcy Rules*. The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

49. *Necessary Action*. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Interim Order.

50. *Retention of Jurisdiction*. The Court shall retain jurisdiction to enforce the provisions of this Interim Order, and this Court shall retain jurisdiction over all matters pertaining to the implementation, interpretation and enforcement of this Interim Order, including following confirmation and consummation of any chapter 11 plan for any one or more of the Debtors.

51. A further interim hearing will be held on July 27, 2020 at 9:00 a.m.

52. Notwithstanding anything to the contrary contained in this Order, amounts payable to employees, materialmen, suppliers, workers and others for post-petition goods and services on work-in-process shall be paid out of the proceeds of post-petition earned receivables prior to the rights of any other party.

Signed: July 21, 2020

Marvin Isgur
United States Bankruptcy Judge

Exhibit 1

Budget

BJ Services
1 Week Cash Collateral Budget
($ in 000s)

	Filing Date							
	7/19/2020	7/20/2020	7/21/2020	7/22/2020	7/23/2020	7/24/2020	**1-Week Total - Cash**	**1-Week Total - Accrual**
Disbursements:								
Admin/Priority:								
Pre-Petition Employee Compensation, T&E, 401k Remittance	-	-	-	-	-	-	**-**	**-**
Pre Petition Payroll Tax and Payment Card Expense	-	-	-	-	-	-	**-**	**-**
Post-petition Employee Compensation and Payroll Tax	-	-	-	-	-	-	**-**	**387.8**
PTO Payment	-	-	-	-	-	-	**-**	**-**
Trailing Employee Health Claims and Other Benefit Premiums	-	-	-	500.0	-	-	**500.0**	**500.0**
Required Canadian Termination Benefits	-	-	-	-	-	-	**-**	**-**
Professional Fees	-	-	-	-	-	-	**-**	**1,000.0**
Total	**-**	**-**	**-**	**500.0**	**-**	**-**	**500.0**	**1,887.8**
Other Disbursements:								
Insurance (Other Excl. Property Insurance)	-	-	-	-	-	-	**-**	**-**
ABL Interest	-	-	91.0	-	-	-	**91.0**	**91.0**
Facilities	14.0	14.0	14.0	14.0	14.0	29.0	**99.0**	**278.7**
Eq. Demobilization/Removal of Hazardous Materials	-	-	-	-	-	-	**-**	**-**
Utility Deposit	-	-	-	-	-	-	**-**	**350.0**
Wind Down Contingency	-	25.0	25.0	25.0	25.0	25.0	**125.0**	**125.0**
Total	**14.0**	**39.0**	**130.0**	**39.0**	**39.0**	**54.0**	**315.0**	**844.7**
WIP Disbursements:								
Cost to Complete Cement Jobs	-	-	500.0	-	-	-	**500.0**	**750.0**
Fracturing Work-in Process - Jobs ending before 7/24 - Post petition COD	-	-	1,003.9	-	-	-	**1,003.9**	**1,848.1**
Fracturing Work-in Process - Jobs with ending dates after 7/24 - Post petition COD	-	-	872.1	-	-	-	**872.1**	**3,934.9**
Total	**-**	**-**	**2,376.0**	**-**	**-**	**-**	**2,376.0**	**6,533.0**
Total Disbursements	**14.0**	**39.0**	**2,506.0**	**539.0**	**39.0**	**54.0**	**3,191.0**	**9,265.4**
Note: Timing of some payments may vary.								

SCHEDULE "C"

ENTERED
07/26/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 40**

AGREED FIRST SUPPLEMENTAL INTERIM ORDER (I) AUTHORIZING DEBTORS TO USE CASH COLLATERAL PURSUANT TO SECTION 363(c) OF THE BANKRUPTCY CODE; (II) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES; (III) SCHEDULING A FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(b); AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of BJ Services, LLC ("BJS") and its affiliated debtors, each as debtor and debtor in possession (collectively, the "Debtors") in the above captioned cases for entry of interim and final orders (the "Interim Order" and the "Final Order," respectively) pursuant to sections 105(a), 361, 362, 363, 503 and 507 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), rules 4002-1 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules"), and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the "Complex Case Rules"), seeking, among other things, the following relief:

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion or the First Interim Order (as defined herein).

a. authorization for the Debtors, pursuant to sections 105, 361, 362, 363, and 507 of the Bankruptcy Code, to continue to use the Cash Collateral of the Prepetition ABL Secured Parties, CLMG Collateral of the CLMG Secured Parties, and GACP Collateral of the GACP Secured Parties in accordance with the terms and conditions of the Interim Order;

b. the grant of superpriority claims and the grant of automatically perfected liens, security interests, and other adequate protection, as applicable, to the Prepetition ABL Secured Parties, CLMG Secured Parties, and the GACP Secured Parties to the extent of any diminution in value of their interest in the Prepetition ABL Collateral, including Cash Collateral, in the CLMG Collateral, as applicable, or in the GACP Collateral, as applicable, under or in connection with the Prepetition ABL Loan Documents, the CLMG Term Loan Agreement, or the GACP Term Loan Agreement;

c. subject to certain challenge rights of certain parties in interest (subject to the limitations specified herein), approving certain stipulations by the Debtors with respect to (i) the Prepetition ABL Loan Documents; (ii) the CLMG Term Loan Credit Agreement; and (iii) the liens and security interests arising therefrom;

d. vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent set forth herein;

e. subject only to and effective upon entry of the Final Order, waiving the Debtors' right to assert with respect to the Prepetition ABL Collateral, the Cash Collateral, or the ABL Adequate Protection Collateral (i) any claims to surcharge pursuant to section 506(c) of the Bankruptcy Code, (ii) any "equities of the case" exception pursuant to section 552(b) of the Bankruptcy Code, and (iii) the equitable doctrine of "marshalling" or any similar doctrine;

f. scheduling, pursuant to Bankruptcy Rule 4001(b) and Bankruptcy Local Rule 4001-2(c), a final hearing (the "Final Hearing"), to be held within thirty-five (35) days of the entry of the Interim Order to consider entry of the Final Order approving the relief granted herein on a final basis;

g. waiving any applicable stay with respect to the effectiveness and enforceability of the Interim Order and, as later applicable, the Final Order (including a waiver pursuant to Bankruptcy Rule 6004(h)); and

h. granting related relief.

This Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best

interests of the Debtors' estates, their creditors, and other parties in interest; and upon the Court's entry of an order approving the Motion on an interim basis on July 21, 2020 [Docket No. 88] (the "First Interim Order"), granting the relief requested in the Motion; and upon the Debtors giving notice of this agreed first supplemental interim order (the "First Supplemental Interim Order") modifying the budget included in the First Interim Order, which notice is deemed proper, timely, adequate, and sufficient under the circumstances and no other or further notice of the Motion, the Interim Order, or the proposed First Supplemental Interim Order is required; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. The Budget attached to the First Interim Order shall be replaced with the budget attached hereto as **Exhibit 1**. For the avoidance of doubt, and subject to further orders of the Court, the Debtors' shall be authorized to use Cash Collateral through the period set forth in the Budget.

2. Except as otherwise expressly provided for herein, the First Interim Order shall remain in full force and effect.

3. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing.

Signed: July 26, 2020

Marvin Isgur
United States Bankruptcy Judge

Exhibit 1

Budget

BJ Services, LLC
Cash Collateral Budget
($ in 000s)
Prepared as of 7/26/2020

	Actual	*Actual*	*Actual*	*Actual*	*Actual*	*Actual*	*Actual*	*Projected*	*Projected*	*Projected*			
	7/20/2020	7/21/2020	7/22/2020	7/23/2020	7/24/2020	7/25/2020	7/26/2020	7/27/2020	7/28/2020	7/29/2020	**Total - Cash**	**Post-petition Accrued and Unpaid**	**Total - Accrual**
Disbursements:													
Admin/Priority:													
Pre-Petition Employee Payroll & Benefits	-	-	-	13.0	15.8	-	-	20.0	168.7	1,175.0	**1,392.5**	-	**1,392.5**
Pre Petition Payroll Tax	-	-	-	141.6	-	-	-	-	-	375.0	**516.6**	-	**516.6**
Post-petition Employee Compensation and Payroll Tax	-	-	-	-	-	-	-	-	148.7	1,175.0	**1,323.7**	**1,202.7**	**2,526.4**
PTO Payment	-	-	-	-	-	-	-	-	158.0	-	**158.0**	-	**158.0**
Trailing Employee Health Claims and Other Benefit Premiums	-	-	-	-	474.6	-	-	-	500.0	-	**974.6**	-	**974.6**
Required Canadian Termination Benefits	-	-	-	-	-	-	-	-	85.0	-	**85.0**	-	**85.0**
Professional Fees	-	-	-	-	-	-	-	-	-	-	-	**1,500.0**	**1,500.0**
Total	**-**	**-**	**-**	**154.6**	**490.4**	**-**	**-**	**20.0**	**1,060.4**	**2,725.0**	**4,450.4**	**2,702.7**	**7,153.1**
Other Disbursements:													
Insurance (Other Excl. Property Insurance)	-	-	-	-	-	-	-	-	-	-	-	-	-
ABL Interest	-	-	-	91.0	-	-	-	-	-	-	**91.0**	-	**91.0**
Facilities	-	-	-	-	-	-	-	42.0	14.0	14.0	**70.0**	**155.6**	**225.6**
Eq. Demobilization/Removal of Hazardous Materials	-	-	-	-	-	-	-	-	-	-	-	-	-
Utility Deposit	-	-	-	-	-	-	-	321.0	-	-	**321.0**	-	**321.0**
Wind Down Contingency	-	-		-	-	-	-	75.0	25.0	25.0	**125.0**	-	**125.0**
Total	**-**	**-**	**-**	**91.0**	**-**	**-**	**-**	**438.0**	**39.0**	**39.0**	**607.0**	**155.6**	**762.6**
WIP Disbursements:													
Cementing Work-in Process	-	-	-	-	134.3	-	-	190.0	-	-	**324.3**	**755.5**	**1,079.8**
Fracturing Work-in Process	-	-	-	-	-	-	-	1,933.2	-	-	**1,933.2**	**3,575.4**	**5,508.6**
Total	**-**	**-**	**-**	**-**	**134.3**	**-**	**-**	**2,123.2**	**-**	**-**	**2,257.5**	**4,331.0**	**6,588.5**
Total Disbursements	**-**	**-**	**-**	**245.6**	**624.7**	**-**	**-**	**2,581.2**	**1,099.4**	**2,764.0**	**7,314.9**	**7,189.3**	**14,504.2**
Note: Timing of some payments may vary.													
Total Projected Receipts:								200.0	200.0	200.0	**600.0**		
Net Cash Flow								(2,381.2)	(899.4)	(2,564.0)	**(5,844.6)**		

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SCHEDULE "D"

ENTERED
07/22/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC., *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 9**

INTERIM ORDER AUTHORIZING THE DEBTORS TO (I) CONTINUE TO OPERATE THEIR CASH MANAGEMENT SYSTEM AND MAINTAIN EXISTING BANK ACCOUNTS AND (II) PERFORM LIMITED INTERCOMPANY TRANSACTIONS

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order") authorizing the Debtors to: (a) continue to operate their Cash Management System and maintain their existing bank accounts, including honoring certain prepetition obligations related thereto, and (b) continue to perform intercompany transactions consistent with historical practice, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED ON AN INTERIM BASIS THAT:

1. A further interim hearing will be conducted on July 29, 2020 at 1:30 p.m. (prevailing Central Time).

2. The Debtors are authorized to: (a) continue operating the Cash Management System, as described in the Motion and substantially in the form attached hereto as **Exhibit A**, (b) honor their prepetition obligations related thereto, including the Bank Fees, (c) perform Intercompany Transactions to the limited extent set forth herein, (d) maintain existing Business Forms, and (e) maintain the Investment Practices consistent with historical practice.

3. The Debtors are authorized, but not directed, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit B** attached hereto; (b) use, in their present form, all preprinted correspondence and Business Forms (including letterhead); *provided* that once the Debtors' existing check stock has been exhausted, the Debtors shall include, or direct others to include, the designation "Debtor-in-Possession" and the corresponding bankruptcy case number on all checks as soon as it is reasonably practicable to do so; *provided, further*, that with respect to any Business Forms that exist or are generated electronically, the Debtors shall ensure that such electronic Business Forms are clearly labeled "Debtor In Possession" within 10 business days; (c) treat the

Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (e) pay the Bank Fees, including any prepetition amounts, and any ordinary course Bank Fees incurred in connection with the Bank Accounts; and (f) to otherwise perform their obligations under the documents governing the Bank Accounts.

4. Except as set forth herein, the Cash Management Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be; *provided, however*, that (a) by submitting any payment request to the Cash Management Banks, the Debtors shall ensure that such payment request is consistent with this Order and other orders of the Court and, (b) as needed and to the extent reasonably possible, the Debtors and Cash Management Banks will cooperate to ensure that all payments honored by the Cash Management Banks are consistent with the Debtors' direction.

5. Those certain deposit agreements existing between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks and all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, offset rights and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with any Cash Management Bank (including, for the avoidance of doubt, any rights of a Cash Management Bank to use funds from the Bank Accounts to remedy any overdraft of another Bank Account to the extent permitted under the applicable

deposit agreement and that the Bank Accounts are held by the same Debtors), unless the Debtors and such Cash Management Bank agree otherwise, and any other legal rights and remedies afforded to the Cash Management Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

6. The Debtors are authorized to promptly place stop payments on any unauthorized prepetition checks or ACH payments that should not be honored by a Cash Management Bank. Any Cash Management Bank that is provided with notice of this Interim Order shall not honor or pay any bank payments drawn on any listed Bank Account or otherwise issued before the Petition Date for which the Debtors specifically issue a stop payment order in accordance with the documents governing such Bank Accounts.

7. Subject to the terms set forth herein, any bank, including a Cash Management Bank, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order at the direction of the Debtors or in a good-faith belief that this Court has authorized such prepetition check or item to be honored shall be deemed to be, nor shall be liable to the Debtors or their estates on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

8. Notwithstanding anything to the contrary in any other order of this Court, any banks, including the Cash Management Banks, are: (a) authorized to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions, (b) authorized to accept and honor all

representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored, consistent with any order of this Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated prior to, on, or subsequent to the Petition Date, and (c) have no duty to independently inquire as to whether such payments are authorized by an order of this Court; *provided* that the Cash Management Banks shall not have any liability to any party for relying on such representations.

9. The Debtors are authorized to coordinate with the Cash Management Banks to implement reasonable handling procedures designed to effectuate the terms of this Interim Order. No Cash Management Bank that implements such handling procedures and then honors a prepetition check or other item drawn on any Bank Account that is the subject of this Interim Order either in good faith belief that the Court has authorized such prepetition check or item to be honored or as a result of an innocent mistake made despite implementation of such handling procedures, shall be deemed to be liable to the Debtors or their estates otherwise in violation of this Interim Order.

10. The Debtors are authorized to continue Intercompany Transactions with any other Debtor for the limited purpose of honoring payroll and payroll-related expense and making any other payments that are contemplated by any order of this Court solely to the extent that: (a) such Intercompany Transaction is the only reasonable commercial way for the Debtors to timely satisfy such obligation and (b) such Intercompany Transaction is an ordinary course transaction; and (c) the Intercompany Transaction does not result in a postpetition intercompany claim for which the there are not presently adequate funds to pay the postpetition intercompany claim. The Debtors shall keep a record of all Intercompany Transactions and make such record available upon reasonable request of the Court, the administrative agent under the Debtors' asset-based revolving credit facility, the U.S. Trustee and any statutory committee appointed in these chapter 11 cases. All rights of all parties related to the Intercompany Transactions are reserved. This Order does not authorize the post-petition payment or satisfaction of a prepetition intercompany claim.

11. Nothing contained in the Motion or this Interim Order shall be construed to alter or impair any security interest or perfection thereof, in favor of any person or entity that existed as of the Petition Date or that arises after the Petition Date.

12. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the "Cash Collateral Orders") (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

13. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security

interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

14. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved in this Interim Order.

15. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or funds transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to any prepetition amounts that are authorized to be paid on account of the prepetition obligations pursuant to this Interim Order.

16. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

17. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

18. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

19. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

20. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Signed: July 22, 2020

Marvin Isgur
United States Bankruptcy Judge

Exhibit A

Cash Management System Schematic

Exhibit A

Cash Management System Schematic

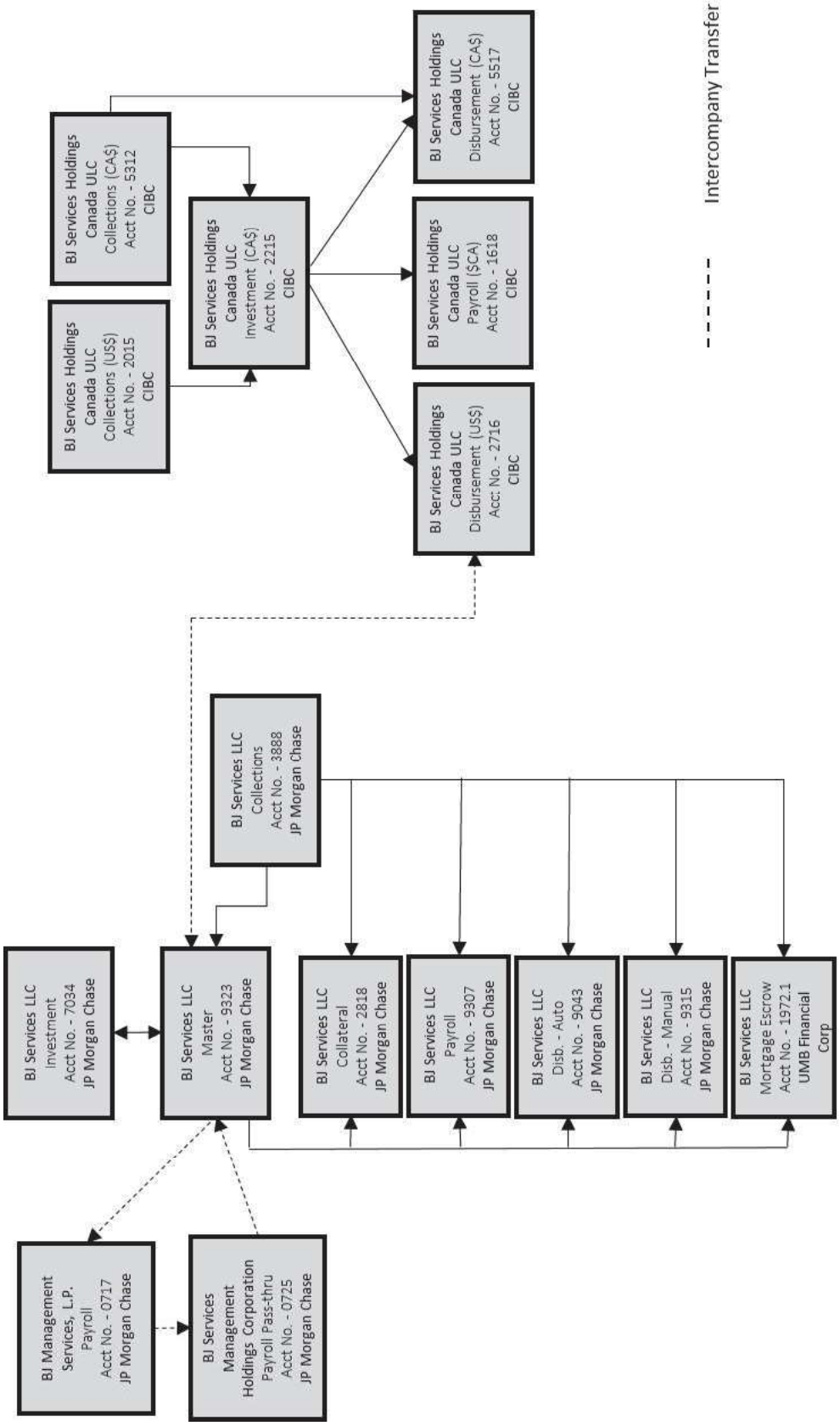

Exhibit B

Bank Accounts

Entity	Bank	Account Type	Location
BJ Services, LLC	JPMorgan Chase Bank	Disbursements (Automated) Account No.: ****9043	United States
BJ Services, LLC	JPMorgan Chase Bank	Collections Account No.: ****3888	United States
BJ Services, LLC	JPMorgan Chase Bank	Payroll Account No.: ****9307	United States
BJ Services, LLC	JPMorgan Chase Bank	Disbursements (Manual) Account No.: ****9315	United States
BJ Services, LLC	JPMorgan Chase Bank	Master Account[1] Account No.: ****9323	United States
BJ Services, LLC	JPMorgan Chase Bank	Investment Account Account No.: ****7034	United States
BJ Services, LLC	JPMorgan Chase Bank	Corporate Card Collateral Account Account No.: ****2818	United States
BJ Services, LLC	UMB Financial Corporation	Escrow Acct for Mortgage Loan Account No.: ****1972.1	United States
BJ Services Management Holdings Corporation	JPMorgan Chase Bank	Payroll Pass-Thru Account No.: ****0725	United States
BJ Management Services, L.P.	JPMorgan Chase Bank	Payroll Account No.: ****0717	United States
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Collections Account No.: ****5312	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Disbursement	Canada

[1] See investment account description for master account funding excesses/needs.

Entity	Bank	Account Type	Location
		Account No.: ****5517	
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Investment Account Account No.: ****2215	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Payroll Account No.: ****1618	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Collections (US) Account No.: ****2015	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Disbursement (US) Account No.: ****2716	Canada

SCHEDULE "E"

ENTERED
07/21/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 38**

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO PAY CERTAIN PREPETITION CLAIMS ON ACCOUNT OF (A) CRITICAL VENDORS CLAIMS, (B) LIENS CLAIMS, AND (C) 503(b)(9) CLAIMS, (II) CONFIRMING ADMINISTRATIVE EXPENSE PRIORITY OF OUTSTANDING ORDERS, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order"), (a) authorizing, but not directing, the Debtors to pay certain prepetition (i) Critical Vendor Claims, (ii) Mineral Contractor Claims, (iii) Shipping Claims, and (iv) 503(b)(9) Claims; (b) confirming the administrative expense priority status of Outstanding Orders and authorizing, but not directing, payment of such obligations in the ordinary course of business; and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED ON AN INTERIM BASIS THAT:

1. A further interim hearing will be conducted on July 29, 2020 at 1:30 p.m., prevailing Central Time. Pending the further interim hearing, and notwithstanding anything in this Order to the contrary, the Debtors are not authorized to pay any sums under this Order to any vendor that is not expected to provide goods and services to the Debtors within 15 days of entry of this Order.

2. The Debtors are authorized, but not directed, to honor, pay, or otherwise satisfy prepetition amounts on account of the Specified Trade Claims, in the estimated amounts and categories as described in the Motion as necessary to avoid immediate and irreparable harm, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders). In the event Debtors will exceed the aggregate amounts in any category as detailed in the Motion during the interim period, Debtors shall file a notice with the Court describing the category and overage amount.

3. The form of Trade Agreement, substantially in the form attached hereto as **Exhibit A**, is approved in its entirety, and the Debtors are authorized, but not directed, to negotiate, modify, or amend the Trade Agreement in their reasonable business judgment.

4. The Debtors must condition payment of the Specified Trade Claims upon the execution of a Customer Agreement.

5. The Debtors must condition payment of the Specified Trade Claims upon the execution of a Trade Agreement.

6. The Debtors must condition any payment under this Interim Order, on an agreement that the payee will maintain or apply, as applicable, terms during the pendency of these chapter 11 cases that are at least as favorable as those terms existing as of the Petition Date or otherwise satisfactory to the Debtors (the "Customary Trade Terms").

7. Omitted.

8. If any party accepts payment hereunder and does not continue supplying goods or services to the Debtors in accordance with Customary Trade Terms, then: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' discretion, an improper postpetition transfer and, therefore, immediately recoverable by the Debtors in cash

upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of any claims, or otherwise. The Debtors shall provide a copy of this Interim Order to the applicable party prior to such party's acceptance of any payment hereunder.

9. The Debtors shall maintain a schedule/matrix of amounts paid pursuant to this Order including the following information: (a) the name of each Specified Trade Claimant paid on account of the Specified Trade Claims, (b) the amount and date paid to each Specified Trade Claimant, (c) the goods or services provided by such Specified Trade Claimant as characterized in the motion, and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to counsel to the administrative agent under the Debtors' asset-based revolving credit facility, the U.S. Trustee, and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

10. Nothing herein shall impair or prejudice the rights of the U.S. Trustee and any statutory committee appointed in these chapter 11 cases, which are expressly reserved, to object to any payment made pursuant to this order to an insider (as such term is defined in section 101(31) of the Bankruptcy Code), or an affiliate of an insider, of the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors, subject to prior written approval of the administrative agent under the Debtors' asset-based revolving credit

facility, the Debtors shall, to the extent reasonably practicable, provide three (3) business days' advance notice to, and opportunity to object by the U.S. Trustee and any statutory committee appointed in these chapter 11 cases; *provided* that if any party objects to the payment, the Debtors shall not make such payment without further order of the Court.

11. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amounts of any claims held by any Specified Trade Claimant. The Debtors do not concede that any claims satisfied pursuant to this Interim Order are valid, and the Debtors expressly reserve all rights to contest the extent, validity, or perfection or seek the avoidance of all such liens or the priority of such claims.

12. Any party that accepts payment from the Debtors on account of a Specified Trade Claim shall be deemed to have agreed to the terms and provisions of this Interim Order. Notwithstanding anything to the contrary herein, prior to making any payment pursuant to this Interim Order to a holder of a Specified Trade Claim, the Debtors shall provide such holder with a copy of this Interim Order (unless previously provided to such Specified Trade Claimant).

13. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code.

14. The Debtors are authorized, but not directed, to pay all undisputed amounts related to the Outstanding Orders in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date.

15. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash

collateral (as may be modified, amended, or supplemented, the "Cash Collateral Orders") (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

16. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

17. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

18. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Specified Trade Claims.

19. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

20. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

21. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

22. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

23. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Signed: July 21, 2020

Marvin Isgur
United States Bankruptcy Judge

Exhibit A

Form of Trade Agreement

THIS TRADE AGREEMENT IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN. ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT FOR ANY SUCH CHAPTER 11 PLAN. THE INFORMATION IN THIS TRADE AGREEMENT STATEMENT IS SUBJECT TO CHANGE. THIS TRADE AGREEMENT STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

TRADE AGREEMENT

BJ Services, LLC (the "Company"), on the one hand, and **[VENDOR]** ("Vendor"), on the other hand, hereby enter into the following trade agreement (this "Trade Agreement") dated as of this **[DATE]**.

Recitals

WHEREAS on July 20, 2020 (the "Petition Date"), BJ Services, LLC and its affiliates and related entities (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas (the "Court").

WHEREAS on July [●], 2020, the Court entered its *Interim Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims on Account of (A) Critical Vendors Claims, (B) Lien Claims, and (C) 503(b)(9) Claims, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* (the "Specified Trade Claims Order") [Docket No. [●]] authorizing the Debtors on an interim basis, under certain conditions, to pay the prepetition claims of certain vendors, including Vendor, subject to the terms and conditions set forth therein.[1]

WHEREAS prior to the Petition Date, Vendor delivered goods to the Company, and the Company paid Vendor for such goods, according to Customary Trade Terms (as defined herein).

WHEREAS the Company intends to complete certain ongoing customer projects (the "Ongoing Projects") at open well site(s) (each an "Open Well Site").

WHEREAS the Company and Vendor (each a "Party," and collectively, the "Parties") agree to the following terms as a condition of payment on account of certain prepetition claims Vendor may hold against the Company.

Agreement

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth at length herein.

[1] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Specified Trade Claims Order.

2. Vendor Payment. Vendor represents and agrees that, after due investigation, the sum of all amounts currently due and owing by the Company to Vendor is $[●] (the "Agreed Vendor Claim"). Following execution of this Trade Agreement, the Company shall, in full and final satisfaction of the Agreed Vendor Claim:

a. Pay Vendor $**[●]** in full satisfaction of its Agreed Vendor Claim (the "Vendor Payment") (without interest, penalties, or other charges), as such invoices become due and payable; or

b. Pay the Vendor Payment (with interest, penalties, or other charges) on the date which is the later of 30 days after the effective date of a chapter 11 plan and when the invoices become payable in ordinary course.

3. Agreement to Supply.

a. Vendor shall supply goods to the Company for the duration of the Debtors' chapter 11 cases based on the following "Customary Trade Terms": the trade terms at least as favorable to the Company as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) in place in the 120 days prior to the Petition Date.

b. Vendor shall continue all shipments of goods in the ordinary course and shall fill orders for goods requested by the Company in the ordinary course of business for the duration of the Debtors' chapter 11 cases pursuant to the Customary Trade Terms.

c. The Customary Trade Terms may not be modified, adjusted, or reduced in a manner adverse to the Company except as agreed-to in writing by the Parties.

4. Other Matters.

a. Vendor agrees that it shall not require a lump-sum payment upon the effective date of a plan in the Company's chapter 11 cases on account of any outstanding administrative claims Vendor may assert arising from the delivery of postpetition goods or services, to the extent that payment of such claims is not yet due. Vendor agrees that such claims will be paid in the ordinary course of business after confirmation of a plan pursuant to the Customary Trade Terms then in effect. The Vendor Payment will be made concurrently with payment of other outstanding administrative clams as provided in a confirmed plan.

b. Vendor will not separately seek payment from the Company on account of any prepetition claim (including, without limitation, any reclamation claim or any claim pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Trade Agreement or a plan confirmed in the Company's chapter 11 case.

c. Vendor will not file or otherwise assert against the Company, its assets, or any other person or entity, including the Company's customers, or any of their respective assets or property (real or personal), any lien, regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any remaining prepetition amounts allegedly owed to Vendor by the Company arising from prepetition agreements or transactions. Furthermore, if

Vendor has taken steps to file or assert such a lien prior to entering into this Trade Agreement, Vendor will promptly take all necessary actions to remove such liens.

5. Vendor Breach.

a. In the event that Vendor fails to satisfy its undisputed obligations arising under this Trade Agreement (a "Vendor Breach"), upon written notice to Vendor, Vendor shall promptly pay to the Company immediately available funds in an amount equal to, at the election of the Company, the Vendor Payment or any portion of the Vendor Payment which cannot be recovered by the Company from the postpetition receivables then owing to Vendor from the Company.

b. In the event that the Company recovers the Vendor Payment pursuant to Section 5(a) hereof or otherwise, the full Agreed Vendor Claim shall be reinstated as if the Vendor Payment had not been made.

c. Vendor agrees and acknowledges that irreparable damage would occur in the event of a Vendor Breach and remedies at law would not be adequate to compensate the Company. Accordingly, Vendor agrees that the Company shall have the right, in addition to any other rights and remedies existing in its favor, to an injunction or injunctions to prevent breaches of the provisions of this Trade Agreement and to enforce its rights and obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive relief and/or other equitable relief. The right to equitable relief, including specific performance or injunctive relief, shall exist notwithstanding, and shall not be limited by, any other provision of this Trade Agreement. Vendor hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance, or other equitable remedies.

6. Notice.

If to Vendor:

[▪]

and

[▪]

If to Company:

BJ Services, LLC
11211 Farm to Market 2920 Road
Tomball, Texas 77375
Attn: John R. Bakht
Email: generalcounsel@bjservices.com

and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg
Christopher T. Greco, P.C.
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: joshua.sussberg@kirkland.com
cgreco@kirkland.com

and

300 North LaSalle, Chicago, Illinois 60654
Attn.: Samantha G. Lawrence
Joshua M. Altman
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
E-mail: samantha.lawrence@kirland.com
josh.altman@kirland.com

7. Representations and Acknowledgements. The Parties agree, acknowledge and represent that:

a. the Parties have reviewed the terms and provisions of the Specified Trade Claims Order and this Trade Agreement and consent to be bound by such terms and that this Trade Agreement is expressly subject to the procedures approved pursuant to the Specified Trade Claims Order;

b. any payments made on account of the Agreed Vendor Claim shall be subject to the terms and conditions of the Specified Trade Claims Order;

c. if Vendor refuses to supply goods or services to the Company as provided herein or otherwise fails to perform any of its obligations hereunder, the Company may exercise all rights and remedies available under the Specified Trade Claims Order, the Bankruptcy Code, or applicable law; and

d. in the event of disagreement between the Parties regarding whether a breach has occurred, either Party may apply to the Court for a determination of their relative rights, in which event, no action may be taken by either Party, including, but not limited to, the discontinuing of shipment of goods from Vendor to the Company, until a ruling of the Court is obtained.

8. Confidentiality. Vendor agrees to hold in confidence and not disclose to any party: (a) this Trade Agreement; (b) any and all payments made by the Company pursuant to this Trade Agreement; (c) the terms of payment set forth herein; and (d) the Customary Trade Terms (collectively, the "Confidential Information"); *provided*, *that*, if any party seeks to compel Vendor's disclosure of any or all of the Confidential Information, through judicial action or

otherwise, or Vendor intends to disclose any or all of the Confidential Information, Vendor shall immediately provide the Company with prompt written notice so that the Company may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that if such remedy is not obtained, Vendor shall furnish only such information as Vendor is legally required to provide.

9. Miscellaneous.

a. The Parties hereby represent and warrant that: (i) they have full authority to execute this Trade Agreement on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Trade Agreement; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Trade Agreement.

b. This Trade Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Trade Agreement may not be changed, modified, amended or supplemented, except in a writing signed by both Parties. Moreover, Vendor agrees to vote all claims now or hereafter beneficially owned by Vendor in favor of, and not take any direct or indirect action to oppose or impede confirmation of, any chapter 11 plan on a timely basis in accordance with the applicable procedures set forth in any related disclosure statement and accompanying solicitation materials, and timely return a duly-executed ballot to the Debtors in connection therewith, if such chapter 11 plan provides for a treatment of any Agreed Vendor Claim that is materially consistent with this Agreement.

c. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.

d. This Trade Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

e. The Parties hereby submit to the exclusive jurisdiction of the Court to resolve any dispute with respect to or arising from this Trade Agreement.

f. This Trade Agreement shall be deemed to have been drafted jointly by the Parties, and any uncertainty or omission shall not be construed as an attribution of drafting by any Party.

[Signature Page Follows]

AGREED AND ACCEPTED AS OF THE DATE SET FORTH ABOVE:

[COMPANY]	**[VENDOR]**
By:	By:
Title:	Title:

SCHEDULE "F"

United States Bankruptcy Court Southern - Texas
ENTERED
07/21/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Joint Administration Requested)
	)	**Re: Docket No.** 11

ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE INSURANCE COVERAGE ENTERED INTO PREPETITION AND SATISFY PREPETITION OBLIGATIONS RELATED THERETO, (B) RENEW, AMEND, SUPPLEMENT, EXTEND, OR PURCHASE INSURANCE POLICIES, (C) HONOR THE TERMS OF THE PREMIUM FINANCING AGREEMENTS AND PAY PREMIUMS THEREUNDER, AND (D) ENTER INTO NEW PREMIUM FINANCING AGREEMENTS IN THE ORDINARY COURSE OF BUSINESS, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (a) authorizing the debtors to (i) continue insurance coverage entered into prepetition and satisfy prepetition obligations related thereto and (ii) renew, amend, supplement, extend, or purchase insurance policies in the ordinary course of business on a postpetition basis, (iii) honor the terms of the Premium Financing Agreements and pay premiums thereunder, and (iv) enter into new premium financing agreements; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to continue the Insurance Policies including the Insurance Policies identified on **Exhibit A** attached hereto, and to pay any prepetition or postpetition obligations related to the Insurance Policies, including any amounts owed to the Brokers, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders).

2. The Debtors are authorized to continue, renew, amend, supplement, and extend their existing Insurance Policies, and purchase new policies in the ordinary course of business; subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders), *provided*, *however*, the Debtors will notify the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these cases if Debtors renew, amend, supplement, extend, terminate, replace, increase, or decrease existing insurance coverage or change insurance carriers,

enter into any new Premium Financing Agreements on terms materially consistent with existing Premium Finance Agreements,[3] or obtain additional insurance coverage.

3. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the nature of the payment; (c) the amount of the payment; (d) the category or type of payment, as further described and classified in the Motion; (e) the Debtor or Debtors that made the payment; and (f) the payment date; and (g) the purpose of such payment. The Debtors shall provide a copy of such matrix to the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

4. Notwithstanding anything to the contrary in the Premium Financing Agreements, the Debtors' filing of these chapter 11 cases shall not constitute a default under the Premium Financing Agreements.

5. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Order shall create any rights in favor of, or enhance the status of any claim held by, any person to whom any obligations under the Insurance Policies are owed.

6. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the "Cash Collateral Orders")

[3] For the avoidance of doubt, such terms may include the automatic termination of an insurance policy in the event of the Debtors' non-payment.

(including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such lien.

8. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized

and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order.

9. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Insurance Policy.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

11. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

13. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: July 21, 2020

Marvin Isgur
United States Bankruptcy Judge

Exhibit A

Insurance Policies

Case 20-33627 Document 11-1 Filed on 07/20/20 in TXSB Page 7 of 9

Insurance Policies[1]

Policy Type	Insurer	Policy Begins	Policy Ends[2]	Annual Premium	Monthly Premium
Automobile Liability	StarNet Insurance Company	4/1/2020	4/1/2021	$1,159,147.00	$96,595.58
Automobile Liability (Canada)	Liberty Mutual Canada	4/1/2020	4/1/2021	$167,139.00	$13,928.25
Lead D&O Side A ($5m excess of $20m)	National Union Fire Insurancy Company of Pittsburgh, PA	1/29/2020	1/29/2021	$19,000.00	$1,583.33
Excess D&O Side A ($5m excess of $25m)	Endurance American Insurance Company	1/29/2020	1/29/2021	$15,000.00	$1,250.00
Excess Liability ($75m excess of $25m)	Lloyd's of London	4/1/2020	4/1/2021	$641,025.00	$53,418.75
General Commercial Liability - Canada	Berkley Insurance Company	4/1/2020	4/1/2021	$49,710.00	$4,142.50
Crime and Fidelity Coverage	Starr Indemnity and Liability Company	1/29/2020	1/29/2021	$14,060.00	$1,171.67
Contractors Pollution Liability (Canada)	Lloyd's of London	4/1/2020	4/1/2021	$21,445.00	$1,787.08

[1] The Debtors request authority to honor existing Insurance Policies and renew Insurance Policies, as applicable, regardless of whether the Debtors inadvertently failed to include a particular Insurance Policy on this exhibit.

[2] Prior to the Petition Date, the Debtors purchased and prepaid all premiums on account of tail coverage for the following Insurance Policies: (a) Primary Directors & Officers Liability; (b) Excess Directors & Officers Liability; (c) Lead Directors and Officers Side A Liability; (d) Excess Directors and Officers Side A Liability; (e) Primary Employment Practices Liability; (f) Excess Employment Practices Liability; (g) Primary Fiduciary Liability; and (h) Excess Fiduciary Liability.

Contractors Pollution Liability (US)	Evanston Insurance Company	4/1/2020	4/1/2021	$148,100.00	$12,341.67
D&O Liability, Employment Practices Liability and Fiduciary Liability	Federal Insurance Company	1/29/2020	1/29/2021	$78,434.00	$6,536.17
Property, Equipment, and Contingent OFE	Underwriters at Lloyd's of London / Hudson Specialty Insurance Co. / StarNet Insurance Company	4/1/2020	4/1/2021	$2,378,483.00	$198,206.92
Commercial General Liability	Berkley National Insurance Company	4/1/2020	4/1/2021	$404,768.00	$33,730.67
Pollution Legal Liability (Canada)	Lloyd's of London	4/1/2020	4/1/2021	$12,818.00	$1,068.17
Pollution Legal Liability (US)	Lloyd's of London	4/1/2020	4/1/2021	$67,838.00	$5,653.17
Kidnap & Ransom/Special Crime	Great American Insurance Company	1/29/2020	1/29/2021	$6,545.00	$545.42
$25M Umbrella Policy	Berkley National Insurance Company	4/1/2020	4/1/2021	$2,190,942.00	$182,578.50
Excess D&O, EPL & Fiduciary ($5m excess of $5m)	Freedom Specialty Insurance Company	1/29/2020	1/29/2021	$55,000.00	$4,583.33
General Liability ($100m excess of $100m)	Lloyd's of London	4/1/2020	4/1/2021	$275,000.00	$22,916.67

Excess D&O ($5m excess of $10m)	Starr Indemnity and Liability Company	1/29/2020	1/29/2021	$19,000.00	$1,583.33
Excess D&O ($5m excess of $15m)	RLI Insurance Company	1/29/2020	1/29/2021	$16,000.00	$1,333.33
Credit Insurance	Euler Hermes	3/1/2020	2/28/2021	$128,000.00	$10,666.67
			Total	$7,867,454.00	$655,621.17

SCHEDULE "G"

ENTERED
07/21/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC., *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No.** 23

ORDER (A) AUTHORIZING THE DEBTORS TO (I) PAY PREPETITION WAGES, SALARIES, OTHER COMPENSATION, AND REIMBURSABLE EXPENSES AND (II) CONTINUE EMPLOYEE BENEFITS PROGRAMS AND (B) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) authorizing the Debtors to (i) pay certain prepetition wages, salaries, other compensation, and reimbursable expenses and (ii) continue employee benefits programs in the ordinary course, including payment of certain prepetition obligations thereto, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors'

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to continue to provide, modify, change, or discontinue the Employee Compensation and Benefits and to pay any claims or obligations on account of the Employee Compensation and Benefits in the ordinary course and in accordance with the Debtors' prepetition policies and prepetition practices and the terms of this Order, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders). For the avoidance of doubt, except as otherwise expressly set forth herein, nothing in this Order should be construed as authorizing any payments on account of the Employee Compensation and Benefits that are outside the ordinary course of business without prior Court approval. The Debtors (i) shall provide notice to the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these chapter 11 cases of any material changes or modifications to the Employee Compensation and Benefits and (ii) shall not honor any prepetition claims or obligations on account of Employee Compensation and Benefits to any individual that exceed the priority amounts set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code (absent further Court order).

2. The automatic stay of section 362(a) of the Bankruptcy Code, to the extent applicable, is hereby lifted to permit: (a) Employees to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum; (b) the Debtors to continue the Workers' Compensation Program and pay all prepetition amounts relating to the Workers' Compensation Program in the ordinary course; (c) insurers and third-party administrators to handle, administer, defend, settle, and/or pay Workers' Compensation Claims and direct action claims; and (d) insurers and third-party administrators providing coverage for any Workers' Compensation Claims or direct action claims to draw on any and all collateral provided by or on behalf of the Debtors therefor without further order of the Bankruptcy Court if and when the Debtors fail to pay and/or reimburse any insurers and third-party administrators for any amounts in relation thereto. This modification of the automatic stay pertains solely to claims under the Workers' Compensation Program and any such claims must be pursued in accordance with the applicable Workers' Compensation Program, including with regard to any policy limits or caps.

3. The Debtors are authorized to remit any unpaid amounts on account of the Withholding and Deduction Obligations, the Payroll Taxes, and amounts on account of the 401(k) Plan and the Canada Retirement Savings Plan to the appropriate third-party recipients or taxing authorities in accordance with the Debtors' prepetition policies and practices, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders).

4. The Debtors shall not make any bonus, incentive, retention, or severance payments to any Insiders (as such term is defined in section 101(31) of the Bankruptcy Code) without further order of this Court.

5. The Debtors shall not make any payments on account of any Severance Obligations arising after the Petition Date in violation of section 503(c) of the Bankruptcy Code.

6. The Debtors are authorized to maintain the Purchase Card program in accordance with the prepetition policies and practices and pay all prepetition and postpetition amounts incurred under the Purchase Card program pursuant to the terms of such program with JPMorgan.

7. The Debtors are authorized, but not directed, in their discretion to continue and honor any obligations to non-insiders pursuant to the Field Incentive Plan, Sales Bonuses, Performance Incentive Plan, Service Award Program, and Severance Programs in the ordinary course of business and consistent with past practices, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders). However, before making any payments related to the Field Incentive Plan, Sales Bonuses, Performance Incentive Plan, Service Award Program, and Severance Programs in excess of (y) $300,000 in the aggregate in any calendar month or (z) $50,000 to any individual, the Debtors shall provide five (5) days' advance notice to the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these chapter 11 cases of (a) the title of the Claimant, (b) the amount of the payment to such Claimant, and (c) the proposed payment date. The Debtors shall maintain a matrix or schedule of amounts paid pursuant to the Field Incentive Plan, Sales Bonuses, Performance Incentive Plan, Service Award Program, and Severance Program, subject to the terms and conditions of this Order, including the following information: (a) the title of the Claimant paid; (b) the amount of the payment to such Claimant; (c) the total amount paid to the Claimant to date; (d) the payment date; and (e) the purpose of such payment. The Debtors shall provide a copy of such matrix or schedule to the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving

credit facility, and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

8. The Debtors are authorized, but not directed, to pay costs and expenses incidental to payment of the Employee Compensation and Benefits obligations, including all administrative and processing costs and payments to the Wage and Benefit Service Providers, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders).

9. Nothing contained herein is intended or should be construed to create an administrative priority claim on account of the Employee Compensation and Benefits obligations.

10. Nothing contained in the Motion or this Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien, in favor of any person or entity, that existed as of the Petition Date.

11. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the "Cash Collateral Orders") (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

12. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

13. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order.

14. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored

as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

15. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

16. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

17. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

18. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: July 21, 2020

Marvin Isgur
United States Bankruptcy Judge

SCHEDULE "B"

	CLERK'S STAMP
COURT FILE NUMBER	2001-08972
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c C-36, as amended **APPLICATION OF BJ SERVICES HOLDINGS CANADA ULC**
DOCUMENT	**ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BENNETT JONES LLP** Barristers and Solicitors 4500 Bankers Hall East 855-2nd Street SW Calgary, Alberta T2P 4K7 Attention: Kelsey Meyer / Keely Cameron Telephone No.: 403-298-3323 / 403-298-3324 Fax No.: 403-265-7219 Client File No.: 78081-9
DATE ON WHICH ORDER WAS PRONOUNCED:	**Friday, August 14, 2020**
LOCATION OF HEARING OR TRIAL:	**Calgary Courts Centre**
NAME OF MASTER/JUDGE WHO MADE THIS ORDER:	**The Honourable Madam Justice K.M. Horner**

UPON the application of BJ Services Holdings Canada ULC ("**BJ Canada**" or the "**Applicant**"), in its capacity as the foreign representative (the **"Foreign Representative"**); **AND UPON** reading the Affidavit of Warren Zemlak, sworn July 22, 2020; **AND UPON** reviewing the Order granted in these proceedings on July 28, 2020 by the Honourable Madam Justice J. E. Topolniski (the "**Foreign Recognition Order**"); **AND UPON** reading the Affidavit No. 3 of Warren Zemlak, sworn August 12, 2020; **AND UPON** hearing from counsel for the Applicant; **AND UPON** being advised that those parties on the service list maintained in these proceedings have been served with notice of this Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and the Affidavit No. 3 of Warren Zemlak is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

AMENDMENT OF FOREIGN RECOGNITION ORDER

2. The Foreign Recognition Order is hereby amended and restated in the form attached hereto as **Schedule "A"**.

RECOGNITION OF FOREIGN ORDERS

3. The following Orders (collectively, the **"Foreign Orders"**) of the U.S. Bankruptcy Court made in the Chapter 11 Proceedings are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

    (a) The First Amended Order Authorizing BJ Services Holdings Canada, ULC to Act as Foreign Representative Pursuant To 11 U.S.C. § 1505 (the "**Amended Foreign**

Representative Order") granted August 10, 2020, attached hereto as **Schedule "B"**;

(b) The Second Interim Order(I) Authorizing Debtors to Use Cash Collateral Pursuant To Section 363(c) of the Bankruptcy Code, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(b), and (IV) Granting Related Relief (the "**Second Interim Cash Collateral Order**") granted August 3, 2020, attached hereto as **Schedule "C"**;

(c) The Second Interim Order Authorizing the Debtors to Continue to (I) Operate Their Cash Management System and Maintain Existing Bank Accounts, and (II) Perform Limited Intercompany Transactions (the "**Second Interim Cash Management Order**") granted July 31, 2020, attached hereto as **Schedule "D"**;

(d) The Second Interim Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims On Account of (A) Critical Vendors Claims, (B) Lien Claims, and (C) 503(b)(9) Claims, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief (the "**Second Interim Critical Vendors and Lienholders Order**") granted July 29, 2020, attached hereto as **Schedule "E"**;

(e) The Order (I) Authorizing the Debtors to Continue Their Surety Bond Program, and (II) Granting Related Relief (the "**Surety Bond Order**") granted July 29, 2020, attached hereto as **Schedule "F"**;

(f) The Order (I) Authorizing the Payment of Certain Prepetition Taxes and Fees, and (II) Granting Related Relief (the "**Taxes Order**") granted July 29, 2020, attached hereto as **Schedule "G"**,

(g) The Order (I) Establishing Bidding Procedures for the Sale of the Cementing Business, (II) Scheduling Bid Deadlines and an Auction, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Contract Assumption and Assignment Procedures, and (V) Granting Related Relief (the "**Cementing**

Bidding Procedures Order") granted July 29, 2020, attached hereto as **Schedule "H"**,

(h) The Order (I) Approving the Bidding Procedures With Respect to Certain of the Debtor's Fracking Equipment and Intellectual Property, (II) Scheduling an Auction and a Sale Hearing, (III) Approving the Form and Manner of Notices Related Thereto, (IV) Approving Contract Assumption and Assignment Procedures, and (V) Granting Related Relief (the "**Fracking Bidding Procedures Order**") granted July 29, 2020, attached hereto as **Schedule "I"**, and

(i) The Order (I) Authorizing and Approving Procedures to Assume, Assume and Assign, and Reject Executory Contracts and Unexpired Leases, and (II) Granting Related Relief (the "**Rejection – Assumption Procedures Order**") granted July 29, 2020, attached hereto as **Schedule "J"**;

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of the Chapter 11 Debtors (collectively, the "**Property**") in Canada.

In Assistance of Other Courts

4. This Court hereby requests the aid and recognition of any Court, tribunal, regulatory, governmental or administrative body having jurisdiction in Canada, the United States or elsewhere, to give effect to this Order and to assist BJ Canada and its agents in carrying out the terms of this Order. All Courts, tribunals, regulatory, governmental and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to BJ Canada and its agents as may be necessary or desirable to give effect to this Order or to assist BJ Canada and its agents in carrying out the terms of this Order.

5. BJ Canada is at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

Effect

6. This Order is effective as of 12:01 a.m. MDT on the date that the Order is granted.

J.C.Q.B.A.

SCHEDULE "A"

	CLERK'S STAMP
COURT FILE NUMBER	2001-08972
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c C-36, as amended **APPLICATION OF BJ SERVICES HOLDINGS CANADA ULC**
DOCUMENT	**ORDER (AMENDING FOREIGN RECOGNITION ORDER)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BENNETT JONES LLP** Barristers and Solicitors 4500 Bankers Hall East 855-2nd Street SW Calgary, Alberta T2P 4K7 Attention: Kelsey Meyer / Keely Cameron Telephone No.: 403-298-3323 / 403-298-3324 Fax No.: 403-265-7219 Client File No.: 78081-9
DATE ON WHICH ORDER WAS PRONOUNCED:	**Friday, August 14, 2020**
LOCATION OF HEARING OR TRIAL:	**Calgary Courts Centre**
NAME OF MASTER/JUDGE WHO MADE THIS ORDER:	**The Honourable Madam Justice K.M. Horner**

UPON the application of BJ Services Holdings Canada ULC ("**BJ Canada**" or the "**Applicant**"), in its capacity as the foreign representative (the **"Foreign Representative"**); **AND UPON** reading the Affidavit of Warren Zemlak, sworn July 22, 2020; **AND UPON** reviewing the Order granted in these proceedings on July 28, 2020 by the Honourable Madam Justice J. E. Topolniski (the "**Foreign Recognition Order**"); **AND UPON** reading the Affidavit No. 3 of Warren Zemlak, sworn August 12, 2020; **AND UPON** hearing from counsel for the Applicant; **AND UPON** being advised that those parties on the service list maintained in these proceedings have been served with notice of this Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and the Affidavit No. 3 of Warren Zemlak is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

AMENDMENT OF FOREIGN RECOGNITION ORDER

2. The Foreign Recognition Order is hereby amended and restated in the form attached hereto as **Schedule "A"**.

Effect

3. This Order is effective as of 12:01 a.m. MDT on the date that the Order is granted.

J.C.Q.B.A.

SCHEDULE "B"

ENTERED
08/10/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 4**

FIRST AMENDED ORDER AUTHORIZING BJ SERVICES HOLDINGS CANADA, ULC TO ACT AS FOREIGN REPRESENTATIVE PURSUANT TO 11 U.S.C. § 1505

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), authorizing BJ Services Holdings Canada, ULC ("BJ Canada") to act as foreign representative on behalf of the estate of BJ Canada pursuant to 11 U.S.C. § 1505; all as more fully set forth in the Motion; and upon the motion of the Debtors for entry of an amendment to the Order, authorizing BJ Canada to also act as foreign representative on behalf of the estate of BJ Services, LLC; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors'

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. BJ Canada is hereby authorized to act as the Foreign Representative on behalf of its estate and the estate of BJ Services, LLC in connection with the Canadian Proceeding. As Foreign Representative, BJ Canada shall be authorized and shall have the power to act in any way permitted by applicable foreign law, including (a) seeking recognition of the chapter 11 cases of the Debtors in the Canadian Proceeding, (b) requesting that the Canadian Court lend assistance to this Court in protecting the property of the Debtors, and (c) seeking any other appropriate relief from the Canadian Court that BJ Canada deems just and proper in the furtherance of the protection of the estates of the Debtors.

2. This Court requests the aid and assistance of the Canadian Court to recognize these chapter 11 cases as a "foreign main proceeding" and BJ Canada as a "foreign representative" pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order.

3. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute

any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

4. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

5. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: August 10, 2020

Marvin Isgur
United States Bankruptcy Judge

SCHEDULE "C"

ENTERED
08/03/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 40**

SECOND INTERIM ORDER
(I) AUTHORIZING DEBTORS TO USE CASH COLLATERAL PURSUANT TO SECTION 363(c) OF THE BANKRUPTCY CODE; (II) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES; (III) SCHEDULING A FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(b); AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of BJ Services, LLC ("BJS") and its affiliated debtors, each as debtor and debtor in possession (collectively, the "Debtors") in the above captioned-cases for entry of interim and final orders (this "Interim Order" and a "Final Order," respectively) pursuant to sections 105(a), 361, 362, 363, 503 and 507 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), rules 4002-1 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules"), and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the "Complex Case Rules"), seeking, among other things, the following relief:

a. authorization for the Debtors, pursuant to sections 105, 361, 362, 363, and 507 of the Bankruptcy Code, to continue to use the Cash Collateral of the Prepetition ABL

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

Secured Parties (each as defined below), CLMG Collateral of the CLMG Secured Parties (each as defined below) and GACP Collateral of the GACP Secured Parties (each as defined below) in accordance with the terms and conditions set forth below;

b. the grant of superpriority claims and the grant of automatically perfected liens, security interests, and other adequate protection, as applicable, to the Prepetition ABL Secured Parties, CLMG Secured Parties, and the GACP Secured Parties to the extent of any diminution in value of their interest in the Prepetition ABL Collateral, including Cash Collateral, in the CLMG Collateral, as applicable, or in the GACP Collateral, as applicable, under or in connection with the Prepetition ABL Loan Documents (as defined below) the CLMG Term Loan Agreement (as defined below), or the GACP Term Loan Agreement (as defined below);

c. subject to certain challenge rights of certain parties in interest (subject to the limitations specified herein), approving certain stipulations by the Debtors with respect to (i) the Prepetition ABL Loan Documents (as hereinafter defined below); (ii) the CLMG Term Loan Credit Agreement; and (iii) the liens and security interests arising therefrom;

d. vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent set forth herein;

e. subject only to and effective upon entry of the Final Order, waiving the Debtors' right to assert with respect to the Prepetition ABL Collateral, the Cash Collateral, or the Adequate Protection Collateral (as defined below) (i) any claims to surcharge pursuant to section 506(c) of the Bankruptcy Code, (ii) any "equities of the case" exception pursuant to section 552(b) of the Bankruptcy Code, and (iii) the equitable doctrine of "marshalling" or any similar doctrine;

f. scheduling, pursuant to Bankruptcy Rule 4001(b) and Bankruptcy Local Rule 4001-2(c), a final hearing (the "Final Hearing"), to be held within thirty-five (35) days of the entry of this Interim Order to consider entry of the Final Order approving the relief granted herein on a final basis;

g. waiving any applicable stay with respect to the effectiveness and enforceability of this Interim Order and, as later applicable, the Final Order (including a waiver pursuant to Bankruptcy Rule 6004(h)); and

h. granting related relief.

This Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests

of the Debtors' estates, their creditors, and other parties in interest; and upon the Court's entry of the order approving the Motion on an interim basis on July 21, 2020 (the "First Interim Order") [Docket No. 88], granting the relief requested in the Motion; and upon the Court's entry of the agreed first supplemental interim order (the "First Supplemental Interim Order") modifying the budget included in the First Interim Order on July 26, 2020 [Docket No. 170]; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed this Interim Order and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *The Motion*. The relief requested in the Motion is granted on an interim basis in accordance with the terms of, and to the extent set forth in, this Interim Order. Any and all objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived or resolved, and all reservations of rights, are hereby denied and overruled on the merits, except as may be set forth herein. This Interim Order shall become effective immediately upon its entry.

2. *Jurisdiction*. This Court has core jurisdiction over the Debtors' chapter 11 cases commenced on July 20, 2020 (the "Chapter 11 Cases," and such date, the "Petition Date"), the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. *Notice*. Under the circumstances of these cases, proper, timely, adequate and sufficient notice of the Motion, the Hearing, and this Interim Order has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, and no other or further notice of the Motion, the Hearing, or this Interim Order shall be required. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing.

4. *Debtors' Stipulations*. In requesting use of their Cash Collateral and the other Prepetition ABL Collateral, and in exchange for and as a material inducement to the Prepetition ABL Secured Parties' agreement to permit consensual use of their Cash Collateral and the other Prepetition ABL Collateral, the Debtors acknowledge, represent, stipulate, and agree, subject to the challenge rights set forth in paragraph 30 below (but subject to the limitations thereon contained herein), as follows (collectively defined as the "Debtors' Stipulations"):

a. *Prepetition ABL Credit Facility*. On May 30, 2017, BJS entered into that certain Revolving Credit and Guaranty Agreement (as amended by the Limited Waiver and First Amendment to Revolving Credit and Guaranty Agreement dated October 3, 2018, and further amended by the Second Amendment to Revolving Credit and Guaranty Agreement and First Amendment to Canadian Security Agreement and U.S. Security Agreement, dated January 28, 2019, and as otherwise amended, supplemented, or modified prior to the date hereof, the "Prepetition ABL Credit Agreement," and further supplemented and modified by those certain Limited Waivers, dated as of June 2, 2020, June 12, 2020, and June 23, 2020, and together with all mortgage, security, pledge and guaranty agreements and all other Loan Documents (as defined in the Prepetition ABL Credit Agreement) and all other documentation executed by any Debtor in connection with any of the foregoing, each as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition ABL Loan Documents"), with JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Prepetition ABL Agent"), and the lenders party thereto (the "Prepetition ABL Lenders," and together with the Prepetition ABL Agent, the "Prepetition ABL Secured Parties").

b. *Prepetition ABL Obligations*. As of the Petition Date, pursuant to the Prepetition ABL Loan Documents and applicable law, the Prepetition ABL Secured Parties hold valid, enforceable, secured, and allowable claims

against the Debtors in an aggregate amount equal to $101,550,000 plus any and all other accrued and unpaid interest, fees, expenses (including advisors fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition ABL Loan Documents), disbursements, charges, claims, indemnities and other costs and obligations of whatever nature incurred in connection therewith which are chargeable or otherwise reimbursable under the Prepetition ABL Loan Documents or applicable law, whether arising before or after the Petition Date, including any "Obligations" (as defined in the Prepetition ABL Credit Agreement), of any kind or nature, whether or not evidenced by any note, agreement or other instrument, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtors' obligations under the Prepetition ABL Loan Documents (collectively defined as the "Prepetition ABL Obligations").

c. *Prepetition ABL Liens*. The Prepetition ABL Obligations are secured by continuing, legal, valid, binding, properly perfected, enforceable, non-avoidable first priority liens on and security interests in (the "Prepetition ABL Liens") all of the "Collateral" as defined in the Prepetition ABL Credit Agreement (the "Prepetition ABL Collateral"), including all of the Debtors' cash (including the cash in their deposit accounts and other accounts, wherever located, whether as original collateral or proceeds of other Prepetition ABL Collateral except for Excluded Property (as defined in the Prepetition ABL Credit Agreement)) that constitutes Cash Collateral (as defined below). As of the Petition Date, the aggregate book value of the Prepetition ABL Collateral exceeded the aggregate amount of the Prepetition ABL Obligations.

d. *Validity, Perfection, and Priority of Prepetition ABL Liens and Prepetition ABL Obligations*. The Debtors acknowledge and agree that, as of the Petition Date: (i) the Prepetition ABL Liens on the Prepetition ABL Collateral were valid, binding, and enforceable in accordance with the terms of the applicable Prepetition ABL Loan Documents, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition ABL Secured Parties for fair consideration and reasonably equivalent value; (ii) the Prepetition ABL Liens were and remain senior in priority over any and all other liens on and security interests in the Prepetition ABL Collateral, subject only to (x) the Carve Out (as defined below) and (y) valid, perfected and unavoidable liens permitted under Section 7.01 of the Prepetition ABL Credit Agreement to the extent that such liens or security interests are senior to or *pari passu* with the Prepetition ABL Liens (including, for the avoidance of doubt, valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code) (a "Permitted Encumbrance"); (iii) the Prepetition ABL Obligations constituted legal, valid, binding and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of the applicable Prepetition Loan Documents; (iv) no portion of the Prepetition ABL Obligations or any payments made

to the Prepetition ABL Secured Parties or applied to or paid on account of the obligations owing under the Prepetition ABL Loan Documents prior to the Petition Date is subject to any contest, avoidance, reduction, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, reduction, recoupment, disallowance, impairment, rejection, attack, effect, counterclaim, cross-claim, set-off, offset, defense or any other claim (as defined in the Bankruptcy Code) of any kind, cause of action or any other challenge of any kind or nature under the Bankruptcy Code or any other applicable law or regulation or otherwise and the Debtors do not possess, and shall not assert, any claim, counterclaim, setoff or defense of any kind, nature or description that would in any way affect the validity, enforceability and non-avoidability of any Prepetition ABL Obligations; and (v) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Obligations, the priority of the Debtors' obligations thereunder and the validity, extent, and priority of the Prepetition ABL Liens.

e. *Validity, Perfection, and Priority of Liens and Obligations under the CLMG Term Loan Agreement*. The Debtors acknowledge and agree that, as of the Petition Date: (i) the CLMG Secured Parties' (as defined below) liens on the CLMG Collateral (such liens, the "Prepetition CLMG Liens") were valid, binding, and enforceable in accordance with the terms of the CLMG Term Loan Agreement (as defined below), non-avoidable and properly perfected and were granted to, or for the benefit of, the CLMG Secured Parties for fair consideration and reasonably equivalent value; (ii) the Prepetition CLMG Liens were and remain senior in priority over any and all other liens on and security interests in the CLMG Collateral (as defined below); (iii) the prepetition obligations owed to the CLMG Secured Parties under the CLMG Term Loan Agreement, including any "Obligations" as defined in the CLMG Term Loan Agreement, of any kind or nature, whether or not evidenced by any note, agreement, or other instrument, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtors' obligations (collectively, the "Prepetition CLMG Obligations") constituted legal, valid, binding, and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of the CLMG Term Loan Agreement; (iv) no portion of the Prepetition CLMG Obligations or any payments made to the CLMG Secured Parties or applied to or paid on account of the obligations owing under the CLMG Term Loan Agreement prior to the Petition Date is subject to any contest, avoidance, reduction, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, reduction, recoupment, disallowance, impairment, rejection, attack, effect, counterclaim, cross-claim, set-off, offset, defense or any other claim (as defined in the Bankruptcy Code) of any kind, cause of action or any other challenge of any kind or nature under the Bankruptcy Code or any other applicable law or regulation or otherwise and the Debtors do not possess, and shall not assert, any claim, counterclaim, setoff or defense of any kind,

nature or description that would in any way affect the validity, enforceability and non-avoidability of any Prepetition CLMG Obligations; and (v) the Debtors waive, discharge, and release any right to challenge any of the Prepetition CLMG Obligations, the priority of the Debtors' obligations thereunder and the validity, extent, and priority of the Prepetition CLMG Liens.

f. V*alidity, Perfection, and Priority of Liens and Obligations under the GACP Term Loan Agreement*. The Debtors acknowledge and agree that, as of the Petition Date: (i) the GACP Secured Parties' (as defined below) liens on the GACP Collateral (such liens, the "Prepetition GACP Liens") were valid, binding, and enforceable in accordance with the terms of the GACP Term Loan Agreement (as defined below), non-avoidable and properly perfected and were granted to, or for the benefit of, the GACP Secured Parties for fair consideration and reasonably equivalent value; (ii) the Prepetition GACP Liens were and remain senior in priority over any and all other liens on and security interests in the GACP Collateral (as defined below); (iii) the prepetition obligations owed to the GACP Secured Parties under the GACP Term Loan Agreement, including any "Obligations" as defined in the GACP Term Loan Agreement, of any kind or nature, whether or not evidenced by any note, agreement, or other instrument, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Debtors' obligations (collectively, the "Prepetition GACP Obligations") constituted legal, valid, binding, and non-avoidable obligations of the Debtors, enforceable in accordance with the terms of the GACP Term Loan Agreement; (iv) no portion of the Prepetition GACP Obligations or any payments made to the GACP Secured Parties or applied to or paid on account of the obligations owing under the GACP Term Loan Agreement prior to the Petition Date is subject to any contest, avoidance, reduction, recharacterization, subordination (whether equitable, contractual or otherwise), recovery, reduction, recoupment, disallowance, impairment, rejection, attack, effect, counterclaim, cross-claim, set-off, offset, defense or any other claim (as defined in the Bankruptcy Code) of any kind, cause of action or any other challenge of any kind or nature under the Bankruptcy Code or any other applicable law or regulation or otherwise and the Debtors do not possess, and shall not assert, any claim, counterclaim, setoff or defense of any kind, nature or description that would in any way affect the validity, enforceability and non-avoidability of any Prepetition GACP Obligations; and (v) the Debtors waive, discharge, and release any right to challenge any of the Prepetition GACP Obligations, the priority of the Debtors' obligations thereunder and the validity, extent, and priority of the Prepetition GACP Liens

5. *Cash Collateral*. For purposes of this Interim Order, the term "Cash Collateral" shall mean and include all "cash collateral," as defined in section 363 of the Bankruptcy Code, in

or on which the Prepetition ABL Secured Parties have a lien, security interest or other interest (including, without limitation, any adequate protection liens or security interests), and shall include, without limitation, all Prepetition ABL Collateral that is cash of the Debtors' estates and all cash equivalents, whether in the form of negotiable instruments, documents of title, securities, deposit accounts, commodity accounts, securities accounts, investment accounts, or in any other form, that were on the Petition Date in any of the Debtors' possession, custody or control (or persons in privity with any of the Debtors) or which present income, proceeds, products, rents, or profits of any of the Prepetition ABL Collateral, including to the extent the Debtors obtain an interest in such funds after the Petition Date in the case of each of the foregoing, except for any Excluded Property (as defined in the Prepetition ABL Credit Agreement). The Prepetition ABL Agent has, for the benefit of the Prepetition ABL Lenders, first-priority, perfected liens in the Cash Collateral pursuant to the applicable provisions of the Prepetition ABL Loan Documents, sections 363(a) and 552(b) of the Bankruptcy Code, and this Interim Order.

6. *Findings Regarding the Use of Cash Collateral and Prepetition ABL Collateral*.

a. Good cause has been shown for the entry of this Interim Order.

b. The Debtors have an immediate need to use the Prepetition ABL Collateral, including Cash Collateral to, among other things, fund the orderly sale of their assets, pay their operating expenses, and preserve the value of the Debtors' estates.

c. The terms of the use of the Prepetition ABL Collateral pursuant to this Interim Order are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

d. The terms of the use of the Prepetition ABL Collateral pursuant to this Interim Order have been the subject of extensive negotiations conducted in good faith and at arm's length among the Debtors, the Prepetition ABL Agent, and other Prepetition ABL Secured Parties and, pursuant to sections 105, 361, and 363 of the Bankruptcy Code, the Prepetition ABL Agent and the other Prepetition ABL Secured Parties are hereby found to be entities that have acted in "good faith" in connection with the negotiation and entry

of this Interim Order, and each is entitled to the protection provided under section 363(m) of the Bankruptcy Code.

e. The Debtors have requested entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and (d) and the Complex Case Procedures. Absent granting the interim relief sought by this Interim Order, the Debtors' estates could be immediately and irreparably harmed. The use of the Prepetition ABL Collateral in accordance with this Interim Order is in the best interest of the Debtors' estates.

7. *Need for Limited Use of Cash Collateral*. The Debtors have an immediate and critical need to continue to use the Prepetition ABL Collateral (including Cash Collateral) in order to permit, among other things, the orderly sale of their assets, to make payroll, to satisfy other working capital and operational needs and fund the Chapter 11 Cases, in each such case in accordance with the terms of this Interim Order, including in accordance with the Budget (as defined below). The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition ABL Collateral is necessary to preserve and maintain the value of the Debtors' estates. Without the use of Cash Collateral, the Debtors would likely not have sufficient liquidity to continue to operate their organization and effectuate an orderly wind-down of the Debtors' businesses. Entry of this Interim Order will preserve the assets of each Debtor's estate and its value and is in the best interests of the Debtors, their creditors, and their estates. The Adequate Protection Liens, the Adequate Protection Superpriority Claims, the ABL Adequate Protection Payments, and the ABL Adequate Protection Fees and Expenses (each as defined herein) are consistent with and authorized by the Bankruptcy Code. Absent authorization to immediately access and use Cash Collateral, the Debtors, the estates, and their creditors would suffer immediate and irreparable harm.

8. C*onsent by the Prepetition ABL Agent*. The Prepetition ABL Agent consents to the Debtors' use of Cash Collateral, in accordance with and subject to the terms and conditions contained in this Interim Order, which consent has been supported or unopposed by the Required

Lenders (as defined in the Prepetition ABL Credit Agreement) after receipt of notice and shall be deemed sufficient under the circumstances for purposes of this Interim Order. All use of Cash Collateral by the Debtors shall be consistent with the cash flow budget attached hereto as **Exhibit 1**, as may be amended or replaced pursuant to paragraph 16 hereof (the first 30 days of Exhibit 1 being the "Budget"), subject to any Non-Conforming Use (as such term is defined below) permitted hereunder; provided, however, that (a) the actual aggregate operating disbursements of the Debtors, which shall be tested every week on a cumulative basis for the preceding weeks, shall not exceed the projected amount therefor set forth in the Budget for such applicable time period by more than 10%, (b) the actual aggregate receipts of the Debtors, which shall be tested every week on a cumulative basis for the preceding weeks, shall not be less than the projected amount therefor set forth in the Budget for such applicable time period by more than 15%; or (c) the actual aggregate net operating cash flows, which shall be tested every week on a cumulative basis for the preceding weeks, shall not be less than the projected amount therefore set forth in the Budget for such applicable time period by more than 15%; provided that Allowed Professional Fees, the Adequate Protection Fees and Expenses (as defined in paragraph 11 below), and payments to the U.S. Trustee shall not be subject to such tests; provided further, that Allowed Professional Fees shall not exceed the projected amount therefor set forth in the Budget for such applicable time period by more than 15% (any variance not exceeding the maximum amounts set forth above, a "Permitted Variance") (provided that nothing herein shall operate as a limitation on the amount of professional fees a Professional Person may seek to be paid by the Debtors pursuant to an order of the Court, nor shall anything herein limit the Prepetition ABL Agent's rights to oppose any request for payment of professional fees in excess of the Permitted Variance). Any transfer or use of Cash Collateral by the Debtors shall be conditioned upon the Debtors' compliance with the Budget,

including any Permitted Variances or Non-Conforming Uses. The Prepetition ABL Agent may (with the consent of the Required Lenders if the proposed amount is equal to or greater than $1 million) agree in writing to the use of the Cash Collateral in a manner or amount which does not conform to the manner or amount, as applicable, set forth in the Budget (including, for the avoidance of doubt, any Permitted Variances) (each such approved non-conforming use of Cash Collateral, a "Non-Conforming Use"). If such written consent is given (which consent may be given through email by the Prepetition ABL Agent or the Prepetition ABL Agent's counsel), the Debtors shall be authorized pursuant to this Interim Order to use Cash Collateral for any such Non-Conforming Use without further Court approval, and the Prepetition ABL Secured Parties shall be entitled to all of the protections specified in this Interim Order for any such Non-Conforming Use; provided that each such permitted Non-Conforming Use shall be deemed a modification to the Budget for all testing purposes. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order, the Prepetition ABL Agent does not consent to the Debtors' use of, and the Debtors shall not be permitted to use, Cash Collateral for payment of costs attributable to the GACP Collateral or CLMG Collateral (each as defined below), including costs and expenses of preserving, or disposing of, the GACP Collateral or CLMG Collateral or incurred in connection with any sale of such GACP Collateral or CLMG Collateral.

9. *Entitlement of Prepetition ABL Secured Parties to Adequate Protection*. Pursuant to sections 361, 362, 363(c)(2), and 363(e) of the Bankruptcy Code, the Prepetition ABL Secured Parties are entitled to adequate protection of their interests in the Prepetition ABL Collateral, including the Cash Collateral, in an amount equal to the aggregate actual diminution in the value of the Prepetition ABL Secured Parties' interests in the Prepetition ABL Collateral (including Cash Collateral) from and after the Petition Date, if any, for any reason provided for under the

Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease, or use by the Debtors of the Prepetition ABL Collateral (including Cash Collateral, whether pursuant to the Budget or otherwise), the subordination of their liens on the Prepetition ABL Collateral and Adequate Protection Superpriority Claims (as defined herein) to the Carve Out pursuant to this Interim Order and the Prepetition ABL Loan Documents, or the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code ("ABL Diminution in Value").

10. *ABL Adequate Protection Claims and Liens*. The Prepetition ABL Secured Parties are hereby granted the following (collectively, the "ABL Adequate Protection Obligations"), solely to the extent of any ABL Diminution in Value; provided that the collateral set forth in this paragraph 10 shall not include assets or property (other than Prepetition ABL Collateral, including Cash Collateral) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, would constitute a default or event of default under any of the Debtors' contracts or leases, excluding, for the avoidance of doubt, the GACP Term Loan Agreement (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof:

a. *ABL Adequate Protection Liens*. Pursuant to sections 361 and 363(e) of the Bankruptcy Code, as adequate protection against any actual ABL Diminution in Value (if any) of the Prepetition ABL Collateral, including Cash Collateral, effective as of the Petition Date and perfected without the need for execution by the Debtors or the recordation or other filing by the Prepetition ABL Agent of security agreements, control agreements, pledge agreements, mortgages or other Collateral Documents (as defined in the Prepetition ABL Credit Agreement) or financing statements or other similar documents, or the possession or control by the Prepetition ABL Agent of any Adequate Protection Collateral, the Prepetition ABL Agent is hereby granted for the ratable benefit of the Prepetition ABL Lenders, as security for the payment of the ABL Adequate Protection Obligations, subject and subordinate only to the Carve Out, the following security interests and liens (all such liens and security interests, the "ABL Adequate Protection Liens," and all property identified in clauses (i) - (iii) below being collectively referred to as the "ABL Adequate Protection Collateral"):

(i) First Priority ABL Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, binding, continuing, enforceable, fully perfected, first priority (subject to subparagraph 10(b)) senior replacement liens on and security interests in and upon (a) all Prepetition ABL Collateral, and (b) all assets and properties of the Debtors' estates other than (i) the CLMG Collateral (as defined below), (ii) the GACP Collateral (as defined below), and (iii) those assets and properties that are subject to any other (x) valid, perfected, non-avoidable, and enforceable liens in existence on or as of the Petition Date or (y) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, whether now owned or hereafter acquired, including, without limitation, all personal and real property of the Debtors' estates and all products, proceeds, rents, and profits thereof that, from and after the Petition Date, is not subject to any lien or security interest, if any, including upon entry of the Final Order, the proceeds of any claims and causes of action of the Debtors (but not on the actual claims and causes of action) arising under sections 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state law (collectively, the "Avoidance Actions") (the foregoing liens being collectively referred to as the "First Priority ABL Adequate Protection Liens").

(ii) ABL Adequate Protection Liens Junior to Certain Existing Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected non-voidable junior priority liens on, and junior security interests in, all tangible and intangible assets, including without limitation, all prepetition and post-petition property of the Debtors' estates, and all products and proceeds thereof, whether now existing or hereafter acquired, that is subject to (a) valid, perfected, and unavoidable liens in existence as of the Petition Date, including, without limitation, the liens of (i) GACP Finance Co., LLC ("GACP"), as administrative agent and collateral agent under the Term Loan Credit and Guaranty Agreement, dated as of January 28, 2019, by and among BJS, GACP, and the other parties thereto (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "GACP Term Loan Agreement"), which encumber the "Collateral" as defined therein (the "GACP Collateral") and (ii) CLMG Corp. ("CLMG"), as administrative agent and collateral agent under the Credit Agreement, dated as of December 31, 2019, by and among BJS, CLMG, and the other parties thereto (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "CLMG Term Loan Agreement"), which encumber the "Collateral" as defined therein (the "CLMG Collateral") or (b) valid and

unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which valid, perfected and unavoidable liens are senior in priority to the security interests and liens in favor of the Prepetition ABL Agent (the foregoing liens being collectively referred to as the "Junior ABL Adequate Protection Liens").

(iii) ABL Adequate Protection Liens Senior to Prepetition ABL Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-voidable priming lien on, and security interest in, all tangible and intangible assets comprising the Prepetition ABL Collateral, and all products and proceeds thereof, whether now existing or hereafter acquired.

b. *Status of the ABL Adequate Protection Liens*. Subject in all respects to the Carve Out, the Adequate Protection Liens shall not be (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (B) any lien or security interest arising after the Petition Date, or (ii) except as otherwise set forth in clauses (a)(i)-(iii) of this paragraph 11, subordinated to or made *pari passu* with any other lien or security interest, now or hereafter existing and whether authorized under sections 363 or 364 of the Bankruptcy Code or otherwise.

c. *Enforceability.* Subject in all respects to the Carve Out, the ABL Adequate Protection Liens shall not be subject to sections 506(c) (upon entry of the Final Order), 510, 549, 550, or 551 of the Bankruptcy Code. The ABL Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Debtors' Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Debtors' Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (each, a "Successor Case").

d. *Adequate Protection Superpriority Claims*. The ABL Adequate Protection Obligations due to the Prepetition ABL Agent shall constitute allowed superpriority administrative expense claims against the Debtors in the amount of any Diminution in Value of the Prepetition ABL Collateral, including Cash Collateral, as provided in section 507(b) of the Bankruptcy Code, with priority in payment over any and all unsecured claims and administrative expense claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 552(b), 726, 1113, 1114 and

any other provision of the Bankruptcy Code, and shall at all times be senior to the rights of the Debtors and any successor trustee or creditor in these Chapter 11 Cases or any Successor Case (the "ABL Adequate Protection Superpriority Claims"), subject and subordinate only to the Carve Out (as defined herein).

11. *ABL Additional Adequate Protection*. As additional adequate protection to the Prepetition ABL Agent and the Prepetition ABL Secured Parties:

a. *Payment of Prepetition and Postpetition Interest*. The Debtors shall pay to the Prepetition ABL Agent for the benefit of the Prepetition ABL Lenders all accrued and unpaid interest (including, for the avoidance of doubt, interest accruing and becoming due after the Petition Date) at the non-default rates and consistent with the ordinary course interest payment dates set forth in the Prepetition ABL Credit Agreement (the "ABL Adequate Protection Interest Payments").

b. *Payment of Prepetition ABL Agent Fees and Expenses*. As additional adequate protection, the Prepetition ABL Agent shall receive from the Debtors, for the benefit of the Prepetition ABL Lenders, current cash payments of all reasonable and documented prepetition and postpetition fees and expenses payable to the Prepetition ABL Secured Parties under the Prepetition ABL Loan Documents, including, but not limited to, the reasonable and documented prepetition and postpetition fees and disbursements of legal counsel, financial advisors, and other consultants (the "ABL Adequate Protection Fees and Expenses"). Payment of all such professional fees and expenses shall not be subject to allowance by the Court but shall be subject to the following process. At the same time such invoices are delivered to the Debtors, the professionals for the Prepetition ABL Secured Parties shall deliver a copy of their respective invoices to counsel for any official committee appointed in these cases pursuant to section 1102 of the Bankruptcy Code (a "Creditors' Committee") and the office of the United States Trustee (the "U.S. Trustee"). The invoices for such fees and expenses shall not be required to comply with any U.S. Trustee guidelines related to the payment of fees and expenses of retained estate professionals, may be in summary form only, and shall not be subject to application or allowance by the Court. Any objections raised by the Debtors, the U.S. Trustee, or the Creditors' Committee with respect to such invoices within ten (10) days of receipt thereof (the "Invoice Review Period") will be resolved by the Court (absent prior consensual resolution thereof). Pending such resolution, the undisputed portion of any such invoice shall be paid by the Debtors within three (3) days of the expiration of the Invoice Review Period. Except as otherwise ordered by the Court in the event an objection is timely filed, such fees and expenses shall not be subject to any setoff, defense, claim, counterclaim, or diminution of any type, kind, or nature whatsoever.

c. *Paydown of Prepetition ABL Obligations*. The Debtors shall pay to the Prepetition ABL Agent for the benefit of the Prepetition ABL Lenders $5 million per week (up to a total of $20 million in the aggregate, as provided for in the Budget) to begin the first Friday after this Interim Order is entered (together with the ABL Adequate Protection Interest Payments, the "ABL Adequate Protection Payments"); provided that such amounts will reduce the principal amount outstanding under the Prepetition ABL Obligations; provided, further, however, that any payments made pursuant to this paragraph 11(c) may be subject to disgorgement if a challenge action is brought against the Prepetition ABL Secured Parties in accordance with paragraph 31 and if any such payments are disgorged, the principal amount outstanding under the Prepetition ABL Obligations will be adjusted upward accordingly;

d. *Other Covenants*. The Debtors shall maintain their cash management system in a manner consistent with this Interim Order, and any order of this Court approving the maintenance of the Debtors' cash management system. The Debtors shall not use, sell, or lease any material assets outside the ordinary course of business, or seek authority to this Court to do any of the foregoing, without prior consultation with the Prepetition ABL Agent at least seven (7) days prior to the date on which the Debtors seek authority of this Court for such use, sale, or lease. The Debtors shall comply with the covenants contained in section 6.07 of the Prepetition ABL Credit Agreement regarding the maintenance and insurance of the Prepetition ABL Collateral and the Adequate Protection Collateral.

12. *Entitlement of CLMG Secured Parties to Adequate Protection*. Pursuant to sections 361, 362, 363(c)(2), and 363(e) of the Bankruptcy Code, the CLMG Secured Parties are entitled to adequate protection of their interests in the CLMG Collateral, in an amount equal to the aggregate actual diminution in the value of the CLMG Secured Parties' interests in the CLMG Collateral from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease, or use by the Debtors of the CLMG Collateral, or the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code. ("CLMG Diminution in Value").

13. *CLMG Adequate Protection Claims and Liens*. CLMG in its capacity as administrative agent (the "CLMG Agent"), and the lenders party thereto (the "CLMG Lenders," and together with the CLMG Agent, the "CLMG Secured Parties") are hereby granted the

following (collectively, the "CLMG Adequate Protection Obligations" and together with the ABL Adequate Protection Obligations, the "Adequate Protection Obligations"), solely to the extent of any CLMG Diminution in Value; provided that the collateral set forth in this paragraph 13 shall not include assets or property (other than CLMG Collateral) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, would constitute a default or event of default under any of the Debtors' contracts or leases (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof:

a. *CLMG Adequate Protection Liens*. Pursuant to sections 361 and 363(e) of the Bankruptcy Code, as adequate protection against any actual CLMG Diminution in Value (if any) of the CLMG Collateral effective as of the Petition Date and perfected without the need for execution by the Debtors or the recordation or other filing by CLMG of security agreements, control agreements, pledge agreements, mortgages or other Collateral Documents (as defined in the CLMG Term Loan Credit Agreement) or financing statements or other similar documents, or the possession or control by CLMG of any Adequate Protection Collateral, CLMG is hereby granted, as security for the payment of the CLMG Adequate Protection Obligations, the following security interests and liens (all such liens and security interests, the "CLMG Adequate Protection Liens"):

(i) CLMG Adequate Protection Liens Junior to Certain Existing Liens and Junior to ABL Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected non-voidable junior priority liens on, and junior security interests in, all tangible and intangible assets, including without limitation, all prepetition and postpetition property of the Debtors' estates, and all products and proceeds thereof, whether now existing or hereafter acquired, that is subject to (a) valid, perfected, and unavoidable liens in existence as of the Petition Date, including, without limitation (i) the assets subject to the ABL Adequate Protection Liens (other than with respect the CLMG Collateral) and (ii) the GACP Collateral (which such liens on the GACP Collateral shall be junior to the ABL Adequate Protection Liens) or (b) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which valid, perfected and unavoidable liens are senior in priority to the security interests and liens in favor of CLMG (the foregoing liens

being collectively referred to as the "Junior CLMG Adequate Protection Liens").

(ii) Adequate Protection Liens Senior to Prepetition CLMG Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-voidable priming lien on, and security interest in, all tangible and intangible assets comprising the CLMG Collateral, and all products and proceeds thereof, whether now existing or hereafter acquired.

b. *Status of the CLMG Adequate Protection Liens*. The CLMG Adequate Protection Liens shall be *pari passu* with the GACP Adequate Protection Liens and junior to the ABL Adequate Protections Liens in all respects and shall not otherwise be (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (B) any lien or security interest arising after the Petition Date, or (ii) except as otherwise set forth in clauses (a)(i)-(ii) of this paragraph 13, subordinated to or made *pari passu* with any other lien or security interest, now or hereafter existing and whether authorized under sections 363 or 364 of the Bankruptcy Code or otherwise.

c. *Enforceability.* The CLMG Adequate Protection Liens shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code. The CLMG Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Debtors' Chapter 11 Cases or any Successor Case.

14. *Entitlement of GACP Secured Parties to Adequate Protection.* Pursuant to sections 361, 362, 363(c)(2), and 363(e) of the Bankruptcy Code, the GACP Secured Parties are entitled to adequate protection of their interests in the GACP Collateral, in an amount equal to the aggregate actual diminution in the value of the GACP Secured Parties' interests in the GACP Collateral from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including, without limitation, any such diminution resulting from the sale, lease, or use by the Debtors of the GACP Collateral, or the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code. ("GACP Diminution in Value").

15. *GACP Adequate Protection Claims and Liens*. GACP, in its capacity as administrative agent (the "GACP Agent"), and the lenders party thereto (the "GACP Lenders," and together with the GACP Agent, the "GACP Secured Parties") are hereby granted the following (collectively, the "GACP Adequate Protection Obligations" and together with the ABL Adequate Protection Obligations, the "Adequate Protection Obligations"), solely to the extent of any GACP Diminution in Value; provided that the collateral set forth in this paragraph 15 shall not include assets or property (other than GACP Collateral) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, would constitute a default or event of default under any of the Debtors' contracts or leases (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof:

a. *GACP Adequate Protection Liens*. Pursuant to sections 361 and 363(e) of the Bankruptcy Code, as adequate protection against any actual GACP Diminution in Value (if any) of the GACP Collateral effective as of the Petition Date and perfected without the need for execution by the Debtors or the recordation or other filing by GACP of security agreements, control agreements, pledge agreements, mortgages or other Collateral Documents (as defined in the GACP Term Loan Credit Agreement) or financing statements or other similar documents, or the possession or control by GACP of any Adequate Protection Collateral, GACP is hereby granted, as security for the payment of the GACP Adequate Protection Obligations, the following security interests and liens (all such liens and security interests, the "GACP Adequate Protection Liens," and together with the ABL Adequate Protection Liens and CLMG Adequate Protection Liens, the "Adequate Protection Liens"):

(i) GACP Adequate Protection Liens Junior to Certain Existing Liens and Junior to ABL Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected non-voidable junior priority liens on, and junior security interests in, all tangible and intangible assets, including without limitation, all prepetition and postpetition property of the Debtors' estates, and all products and proceeds thereof, whether now existing or hereafter acquired, that is subject to (a) valid, perfected, and unavoidable liens in existence as of the Petition Date, including, without limitation (i) the

assets subject to the ABL Adequate Protection Liens (other than with respect the GACP Collateral) and (ii) the GACP Collateral (which such liens on the GACP Collateral shall be junior to the ABL Adequate Protection Liens) or (b) valid and unavoidable liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which valid, perfected and unavoidable liens are senior in priority to the security interests and liens in favor of GACP (the foregoing liens being collectively referred to as the "Junior GACP Adequate Protection Liens").

(ii) Adequate Protection Liens Senior to Prepetition GACP Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected non-voidable priming lien on, and security interest in, all tangible and intangible assets comprising the GACP Collateral, and all products and proceeds thereof, whether now existing or hereafter acquired.

b. *Status of the GACP Adequate Protection Liens*. The GACP Adequate Protection Liens shall be *pari passu* with the CLMG Adequate Protection Liens and junior to the ABL Adequate Protections Liens in all respects and shall not otherwise be (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (B) any lien or security interest arising after the Petition Date, or (ii) except as otherwise set forth in clauses (a)(i)-(ii) of this paragraph 15, subordinated to or made *pari passu* with any other lien or security interest, now or hereafter existing and whether authorized under sections 363 or 364 of the Bankruptcy Code or otherwise.

c. *Enforceability.* The GACP Adequate Protection Liens shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code. The GACP Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Debtors' Chapter 11 Cases or any Successor Case.

16. *Reporting*. As adequate protection for the Debtors' use of the Prepetition ABL Collateral (including Cash Collateral), the Debtors shall comply with the reporting requirements set forth in the Prepetition ABL Loan Documents, provided that notwithstanding anything to the contrary in this Interim Order or the Prepetition ABL Loan Documents, the Debtors shall not be required to deliver any Borrowing Base Certificates (as defined in the Prepetition ABL Credit

Agreement) to the Prepetition ABL Agent. For the avoidance of doubt, any forecast and financial reporting requirements under this Cash Collateral Order shall replace and be in lieu of any similar requirements under the Prepetition ABL Loan Documents. The Debtors shall provide the following additional reporting to the Prepetition ABL Agent and GACP (as applicable):

a. on or before 5:00 p.m. (Central Time) on every fourth Thursday (or, if such Thursday is not a business day, then the immediately succeeding business day), starting on the fourth Thursday following the entry of this Interim Order or such time period as otherwise agreed, until earlier of (i) confirmation of a chapter 11 plan by the Debtors or (ii) the repayment of the Prepetition ABL Obligations indefeasibly in full in cash, an updated Budget with respect to the Debtors for the current calendar week then ended and the immediately following consecutive 12 weeks (collectively, 13 weeks), set forth on a weekly basis. Each proposed Budget provided to the Prepetition ABL Agent shall be of no force and effect unless and until it is approved by the Prepetition ABL Agent, which approval has been supported or unopposed by the Required Lenders (as defined in the Prepetition ABL Credit Agreement), and, until such approval is given, the prior Budget shall remain in effect. Any such proposed Budget, upon the approval of the Prepetition ABL Agent shall become, as of the date of such approval or such determination (and the Prepetition ABL shall be deemed to have approved the Budget upon the passage of five (5) days with no objection) and for the period of time covered thereby, the Budget, and shall prospectively replace any prior Budget. If the Debtors and the Prepetition ABL Agent are unable to agree on a proposed Budget's terms, the Debtors reserve the right to seek an expedited hearing with the Court to resolve such disagreement. In that event, the Prepetition ABL Agent shall not oppose the request for expedited consideration provided that any such hearing is held on not less than 48 hours' notice to the Prepetition ABL Agent. In the event of any dispute regarding the terms of a Budget, the Debtors and the Prepetition ABL Agent reserve any and all rights under the Bankruptcy Code or applicable law;

b. on or before 5:00 p.m. (Central Time) on every Thursday (or, if such Thursday is not a business day, then the immediately succeeding business day), starting on the first Thursday following the entry of this Interim Order, the Debtors shall deliver to the Prepetition ABL Agent and GACP, on a line-by-line basis, a reconciliation report showing the variances comparing actual cash receipts and disbursements of the Debtors during the immediately-preceding calendar week with corresponding forecasted amounts for such week in the Budget, including written descriptions in reasonable detail explaining any material positive or negative variances;

c. all financial reports, forecasts and all other financial documentation, pleadings and other filings that are reasonably requested by the Prepetition ABL Agent, GACP, or their representatives and agents, including, but not limited to (i) any appraisals conducted by Hilco, GACP, or any other party, (ii) any other materials that may value the Debtors' intellectual property or real estate assets; (iii) weekly updates on the asset sale process, and (iv) weekly Frac Fleet updates;

d. in addition to, and without limiting, whatever rights to access the Prepetition ABL Agent has under the Prepetition ABL Loan Documents, upon reasonable notice, at reasonable times during normal business hours, the Debtors shall (a) permit representatives of the Prepetition ABL Agent to visit and inspect any of their respective properties, to examine and make abstracts or copies from any of their respective books and records, to tour the Debtors' business premises and other properties, and (b) cause their representatives and agents to make themselves reasonably available to discuss the Debtors' affairs, financial condition, properties, business, operations and accounts with the representatives and agents of the Prepetition ABL Agent.

17. *Carve Out*.

a. *Carve Out*. As used in this Interim Order, the "Carve Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $75,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals") and the Creditors' Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons") at any time before or on the first business day following delivery by the Prepetition ABL Agent of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $1 million incurred after the first business day following delivery by the Prepetition ABL Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carve Out Trigger Notice Cap"). For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the Prepetition ABL Agent to the Debtors, the Debtors' lead restructuring

counsel, the U.S. Trustee, and counsel to the Creditors' Committee, which notice may be delivered following the occurrence and during the continuation of a Termination Event (as defined below) and upon termination of the Debtors' right to use Cash Collateral by the Prepetition ABL Secured Parties, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

b. *Fee Estimates*. Not later than 7:00 p.m. New York time on the Wednesday of each week starting with the first full calendar week following the Petition Date, each Professional Person shall deliver to the Debtors a statement setting forth a good-faith estimate of the amount of fees and expenses incurred during the preceding week by such Professional Person (through Saturday of such week, the "Calculation Date") (collectively, "Estimated Fees and Expenses"), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "Weekly Statement"); provided, that within one business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver one additional statement (the "Final Statement") setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date (and the Debtors shall cause such Weekly Statement and Final Statement to be delivered on the same day received to the Prepetition ABL Agent). If any Professional Person fails to deliver a Weekly Statement within three calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Carve Out Reserves (as defined below) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Budget for such period for such Professional Person.

c. *Carve Out Reserves.*

(i) Commencing with the week ended July 31, 2020,[3] and on or before the Thursday of each week thereafter, the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the greater of (x) (i) for the week ending July 31, 2020, the aggregate amount of

[3] For the avoidance of doubt, should the Prepetition ABL Agent deliver a Carve Out Trigger Notice prior to this date, the Debtors shall utilize all cash on hand to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees and any other reserves contemplated by this Interim Order.

all Estimated Fees and Expenses reflected in all Weekly Statements delivered to the Debtors and the Prepetition ABL Agent between the Petition Date and the immediately prior Wednesday and (ii) for all weeks after the week ending July 31, 2020, the aggregate amount of all Estimated Fees and Expenses reflected in the Weekly Statement delivered on the immediately prior Wednesday to the Debtors and the Prepetition ABL Agent, and (y) (i) for the week ending July 31, 2020, the aggregate amount of Allowed Professional Fees contemplated to be incurred in the Budget during all prior weeks of the case and (ii) for all weeks after the week ending July 31, 2020, the aggregate amount of Allowed Professional Fees contemplated to be incurred in the Budget during such week. The Debtors shall deposit and hold such amounts in a segregated account in trust to pay such Allowed Professional Fees (the "Pre-Carve Out Trigger Notice Reserve") prior to any and all other claims, and all payments of Allowed Professional fees incurred prior to the Termination Declaration Date shall be paid first from such Pre-Carve Out Trigger Notice Reserve Account. Upon the foregoing funding, the Prepetition ABL Agent and Prepetition ABL Secured Parties shall have no further obligation to fund the Pre-Carve Out Trigger Notice Reserve or subordinate their liens and claims on account of any Allowed Professional Fees incurred through the Calculation Date for the most recent Weekly Statement delivered in accordance with Paragraph 17(b) above.

(ii) On the day on which a Carve Out Trigger Notice is given by the Prepetition ABL Agent to the Debtors with a copy to counsel to any Creditors' Committee (the "Termination Declaration Date"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to and the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund (A) the Pre-Carve Out Trigger Notice Reserve Account in an amount equal to the aggregate amount of all Estimated Fees and Expenses reflected in the Final Reports delivered to Debtors and the Prepetition ABL Agent plus the amounts set forth in (a)(i) and (a)(ii) of this paragraph above, and (B) after funding the Pre-Carve Out Trigger Notice Reserve Account, a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap (the "Post-Carve Out Trigger Notice Reserve" and, together with the Pre-Carve Out Trigger Notice Reserve, the "Carve Out Reserves") prior to any and all other claims. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above (the "Pre-Carve Out Amounts"), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Prepetition ABL Agent for the benefit of the Prepetition

ABL Secured Parties, unless the Prepetition ABL Obligations have been indefeasibly paid in full, in cash, in which case any such excess shall be paid to the Debtors' creditors in accordance with their rights and priorities as of the Petition Date. Upon the foregoing funding, the Prepetition ABL Agent and Prepetition ABL Secured Parties shall have no further obligation to fund the Pre-Carve Out Trigger Notice Reserve or Post-Carve Out Trigger Notice Reserve or subordinate their liens and claims on account of any Allowed Professional Fees.

d. *Application to Carve Out Reserves*. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "Post-Carve Out Amounts"), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the Prepetition ABL Secured Parties in accordance with their rights and priorities under applicable law, unless the Prepetition ABL Obligations have been indefeasibly paid in full, in cash, in which case any such excess shall be paid to the Debtors' creditors in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the Prepetition ABL Loan Documents, or this Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in paragraph 17(b), then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in paragraph 17(a), prior to making any payments to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Lenders, or any of the Debtors' creditors, as applicable. Notwithstanding anything to the contrary in the Prepetition ABL Loan Documents or this Interim Order, following delivery of a Carve Out Trigger Notice, the Prepetition ABL Secured Parties shall not, and shall not direct any entity to, sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Lenders, for application in accordance with the Prepetition ABL Loan Documents. Further, notwithstanding anything to the contrary in this Interim Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute Loans (as defined in the Prepetition ABL Loan Documents) or increase or reduce the Prepetition ABL Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order or in any Prepetition ABL Loan

Documents, the Carve Out shall be senior to all liens and claims securing the Prepetition ABL Collateral, the ABL Adequate Protection Liens, and the 507(b) Claim, and any and all other forms of adequate protection, liens, or claims securing the Prepetition ABL Obligations.

e. *Payment of Allowed Professional Fees Prior to the Termination Declaration Date.* Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

f. *No Direct Obligation to Pay Allowed Professional Fees.* None of the Prepetition ABL Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the Prepetition ABL Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

g. *Payment of Carve Out On or After the Termination Declaration Date*. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for dollar basis.

18. *Termination*. The Debtors' right to use Cash Collateral shall terminate (the date of any such termination, the "Termination Date"), without prior order of this Court or any further action by the Prepetition ABL Secured Parties (i) at 11:59 p.m. (prevailing Eastern Time) on August 29, 2020, or (ii) five (5) business days following the delivery of a written notice (a "Default Notice") by the Prepetition ABL Agent to Kirkland & Ellis LLP (any such five (5) business-day period of time, the "Default Notice Period") of the occurrence of any of the events set forth in clauses (a) through (k) below (unless cured by the Debtors or waived by the Prepetition ABL Administrative Agent, with the consent of the Required Lenders, in writing (with email being sufficient) prior to expiration of the Default Notice Period); provided that, if a hearing to consider any appropriate relief in connection with delivery of the Default Notice or continued use of Cash Collateral (as may be held on an expedited basis) is requested to be heard within such five (5)

business day period but is scheduled for a later date by the Court, the Default Notice Period shall be automatically extended to the date of such hearing (the events set forth in clauses (a) through (k) below are collectively referred to herein as the "Termination Events"):

a. the failure to obtain entry of a Final Order acceptable to the Prepetition ABL Agent on or before thirty (30) days after the entry of this Interim Order (unless such period is extended by mutual agreement between the Prepetition ABL Agent and the Debtors, which extension may be documented by email) if the Final Order has not been entered by this Court on or before such date (provided that such thirty (30)-day period shall be automatically extended by five (5) days to the extent it is not reasonably feasible to hold and conclude a final hearing (if necessary) prior to the expiration of such thirty (30)-day period as a result of the closure of the Court due to the events or circumstances surrounding the virus known as COVID-19, and the Prepetition ABL Lenders and the Prepetition ABL Agent shall be deemed to have automatically agreed to such extension);

b. any Debtor's failure to comply with any of the material terms or conditions of this Interim Order, including, but not limited to, (i) the use of Cash Collateral for any purpose other than as permitted in this Interim Order, (ii) failure to comply with the Budget (including any distributions in excess of the Permitted Variance that have not been resolved and approved, in writing, by the Prepetition ABL Agent), or (iii) failure to comply with the reporting requirements set forth in this Interim Order; provided that notwithstanding anything to the contrary in this Interim Order or the Prepetition ABL Loan Documents, the Debtors shall not be required to deliver any Borrowing Base Certificates (as defined in the Prepetition ABL Credit Agreement) to the Prepetition ABL Agent;

c. the failure of the Debtors to make any payment under this Interim Order to the Prepetition ABL Agent within three (3) business days after such payment becomes due, other than payments required pursuant to paragraph 13(b) of this Interim Order, which payments shall be made as required therein;

d. this Interim Order ceases, for any reason (other than by reason of the express written agreement by the Prepetition ABL Agent, which agreement has been supported or unopposed by the Required Lenders, or the supersession of this Interim Order by the Final Order), to be in full force and effect in any material respect, or any Debtor so asserts in writing, or the Adequate Protection Liens or Adequate Protection Superpriority Claims created by this Interim Order cease in any material respect to be enforceable and of the same effect and priority purported to be created hereby or any Debtor so asserts in writing;

e. the termination of the asset purchase agreement with CSL Capital Management, L.P. ("CSL") for the proposed sale of certain of the Debtors' assets as set forth in the Debtors' sale motion [Docket No. 160], including the next-generation frac pumping platform referred to as TITAN™, certain intellectual property assets, and certain machinery and equipment that comprises four of the Debtors' fracturing fleets (collectively, the "Sale Assets"), and, if applicable, any binding asset purchase agreement with any third-party that is on substantially similar or better terms;

f. the Court shall have entered an order reversing, amending, supplementing, staying, vacating, or otherwise modifying this Interim Order in a manner materially adverse to the Prepetition ABL Secured Parties without the prior written consent of the of the Prepetition ABL Agent, which consent may be provided by electronic mail;

g. the date an application, motion, or other pleading is filed by the Debtors for the approval of, or the date the Court shall have entered an order recognizing or granting, any superpriority claim or any lien in these Chapter 11 Cases that is *pari passu* with or senior to the ABL Adequate Protection Superpriority Claims or the ABL Adequate Protection Liens without the prior written consent of the Prepetition ABL Secured Parties (other than the Carve Out);

h. the date any of the Debtors files any pleading or commences any action against the Prepetition ABL Secured Parties challenging the validity or enforceability of the Prepetition ABL Obligations or the Prepetition ABL Liens or seeking to avoid, disallow, subordinate, or recharacterize any claim, lien, or interest held by any of the Prepetition ABL Secured Parties arising under or related to the Prepetition ABL Obligations (or if the Debtor supports any such motion, pleading, application or adversary proceeding commenced by any third party); provided that if the Debtors provide any response to any discovery request, or make a witness available for deposition, such action shall not be a violation of this subparagraph 18(h);

i. the date any of the Debtors file or otherwise support any motion, pleading, or other document, including a chapter 11 plan, that (i) seeks to amend, modify, or supplement this Interim Order, or (ii) otherwise materially, negatively affects the Prepetition ABL Secured Parties, without the prior written consent of the Prepetition ABL Agent; provided, that the consent of the Prepetition ABL Agent shall not be required if, pursuant to a chapter 11 plan, the Prepetition ABL Obligations and Adequate Protection Obligations are indefeasibly paid in full in cash on the effective date of such plan.

j. the date any of the Debtors file a motion seeking an order, or the date any court of competent jurisdiction enters an order, dismissing the Chapter 11 Cases, converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, appointing a trustee, responsible officer, or examiner

with expanded powers relating to the operation of the organization in the Chapter 11 Cases, or terminating the Debtors' exclusivity under Bankruptcy Code section 1121, unless consented to in writing by the Prepetition ABL Agent, which consent has been approved or unopposed by the Required Lenders;

k. the filing of any pleading by any Debtor in support of (in any such case by way of any motion or other pleading filed with the Court or any other writing to another party in interest executed by or on behalf of any such Debtor) any other person's opposition to any motion filed in the Court by the Prepetition ABL Agent or the Prepetition ABL Lenders seeking confirmation of the amount of its claims or the validity or enforceability of the Prepetition ABL Liens or the Adequate Protection Liens, except with regard to good faith disputes over the payment of expenses and fees, provided that if the Debtors provided any response to any discovery request, or make a witness available for deposition, such action shall not be a violation of this subparagraph 18(k);

l. the Court shall have entered an order granting relief from the automatic stay (without the consent of the Prepetition ABL Lenders) to the holder or holders of any security interest to permit foreclosure (or the granting of a deed *in lieu* of foreclosure or the like) on any of the Prepetition ABL Collateral or Adequate Protection Collateral on which the Prepetition ABL Lenders have a first-priority security interest, which has an aggregate value in excess of $50,000; provided however, that to the extent such lien can be satisfied by amounts contemplated to pay prepetition liens in the Budget, any relief granted on account of such liens shall not trigger a Termination Event.

19. *Rights and Remedies upon Termination Event*. Except as otherwise ordered by the Court, following the expiration of the Default Notice Period, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Interim Order, any Adequate Protection Obligations determined by the Court to be due and owing as of the delivery of the Termination Notice, if any, shall become due and payable and/or the Prepetition ABL Secured Parties shall be entitled to exercise their rights and remedies. Prior to exercising the remedies set forth in this sentence below, the Prepetition ABL Secured Parties shall be required to file a motion with the Court seeking emergency relief (the "Stay Relief Motion") on no less than five (5) business days'

written notice, which notice period may be concurrent with the Default Notice Period, to (i) the Court, (ii) counsel for the Debtors, (iii) counsel for the Creditors' Committee (if any), and (iv) the U.S. Trustee for a further order of the Court modifying the automatic stay in the Chapter 11 Cases to permit the Prepetition ABL Secured Parties to exercise their rights and remedies against the Prepetition ABL Collateral or Adequate Protection Collateral to the extent available in accordance with the applicable Prepetition ABL Loan Documents, this Interim Order, or applicable law, including (x) setting-off amounts in any account of the Debtors maintained with the Prepetition ABL Agent or Prepetition ABL Lenders with respect to which the Prepetition ABL Agent controls pursuant to a deposit account control agreement to the extent necessary for payment of the Adequate Protection Obligations determined by the Court to be due and payable as of the delivery of the Termination Notice and (y) foreclosing upon and selling all or a portion of the Prepetition ABL Collateral or Adequate Protection Collateral in order to collect the Adequate Protection Obligations. Upon the Court's ruling on the Stay Relief Motion, the Court may fashion an appropriate remedy upon a determination that a Termination Event occurred, including that the Prepetition ABL Agent shall be entitled to exercise all rights and remedies with respect to the Collateral provided for in this Interim Order, including the right to foreclose on or otherwise exercise its rights with respect to all or any portion of the Collateral, as permitted by the Court. Upon the occurrence of the delivery of a Default Notice, the Debtors, the Prepetition ABL Agent, and each Prepetition ABL Secured Party consent to a hearing on an expedited basis to consider whether (a) a Termination Event has occurred and (b) any other appropriate relief (including, without limitation, the Debtors' non-consensual use of Cash Collateral). During the Default Notice Period, the Debtors shall be entitled to continue to use the Cash Collateral in accordance with the terms of the Budget and this Interim Order. Notwithstanding anything to the contrary herein, upon

a Termination Event, the delivery of a Default Notice, the expiration of the Default Notice Period, or the occurrence of the Termination Date, all of the rights, remedies, benefits, and protections provided to the Prepetition ABL Secured Parties under this Interim Order shall survive. Except as otherwise provided herein or ordered by the Court, neither section 105 of the Bankruptcy Code nor any other provision of the Bankruptcy Code or applicable law shall be utilized to prohibit the exercise, enjoyment and enforcement of any rights, benefits, privileges and remedies set forth in this paragraph.

20. *Modification of Automatic Stay*. Except as provided in paragraph 15 herein, the automatic stay under section 362(a) of the Bankruptcy Code is hereby modified to the extent necessary to effectuate all of the terms and provisions of this Interim Order, including, without limitation, to: (a) permit the Debtors to grant the Adequate Protection Liens and Adequate Protection Superpriority Claims; (b) permit the Debtors to perform such acts as the Prepetition ABL Secured Parties may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the Prepetition ABL Secured Parties under this Interim Order; (d) authorize the Debtors to pay, and the Prepetition ABL Secured Parties to retain and apply, any payments made in accordance with the terms of this Interim Order; and (e) permit the Prepetition ABL Secured Parties, subject to the terms of this Interim Order, to exercise all rights and remedies provided for hereunder; provided that during the Default Notice Period, unless otherwise ordered by the Court, the automatic stay under section 362 of the Bankruptcy Code shall remain in effect.

21. *Limitation on Charging Expenses Against Collateral*. Subject only to and effective upon entry of the Final Order, except to the extent of the Carve Out, no costs or expenses of administration which have been or may be incurred in these Chapter 11 Cases or any Successor

Case at any time shall be surcharged against, and no person may seek to surcharge any costs or expenses of administration against the Prepetition ABL Secured Parties, or any of the Prepetition ABL Obligations, the Carve Out, or the Prepetition ABL Collateral, pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Prepetition ABL Agent, which consent is approved or unopposed by the Required Lenders. Subject to the Carve Out, nothing contained in this Interim Order shall be deemed a consent by the Prepetition ABL Agent to any charge, lien, assessment, or claim against the Prepetition ABL Collateral, or the Adequate Protection Liens, or otherwise, and no action, inaction or acquiescence by the Prepetition ABL Agent shall be deemed to be or shall be considered evidence of any alleged consent to a surcharge against the Prepetition ABL Secured Parties, the Prepetition ABL Obligations, or the Prepetition ABL Collateral. Notwithstanding the foregoing and for the avoidance of doubt, the Debtors and the Prepetition ABL Secured Parties reserve all rights to seek to surcharge costs and expenses of administration against GACP, the GACP Collateral, CLMG and the CLMG Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise.

22. *Section 552(b) of the Bankruptcy Code*. Subject only to and effective upon entry of the Final Order, the Prepetition ABL Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and no person may assert an "equities of the case" claim under section 552(b) of the Bankruptcy Code against the Prepetition ABL Secured Parties with respect to proceeds, product, offspring, or profits of any of the Prepetition ABL Collateral.

23. *Payments Free and Clear*. Subject and subordinate to the Carve Out, any and all proceeds remitted to the Prepetition ABL Agent pursuant to the terms of this Interim Order or any subsequent order of this Court shall be irrevocable (subject to paragraphs 31 and 32 of this Interim

Order), received free and clear of any claim, charge, assessment, or other liability, including, without limitation, but subject to entry of the Final Order, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) of the Bankruptcy Code or the "equities of the case" exception of section 552(b) of the Bankruptcy Code.

24. *All Parties' Reservation of Rights*. All parties reserve their rights to argue that, to the extent that any cash payment of interest, fees, and expenses as adequate protection to the Prepetition ABL Secured Parties, the CLMG Secured Parties, or the GACP Secured Parties is not allowed under section 506(b) of the Bankruptcy Code and not allowed on any other basis (including, without limitation, (i) on account of the Debtors' use of Prepetition ABL Collateral, CLMG Collateral, or GACP Collateral and (ii) that there has been ABL Diminution in Value, CLMG Diminution in Value, or GACP Diminution in Value), such payments should be recharacterized and applied as payments of principal owed under the applicable Prepetition ABL Loan Document, under the CLMG Term Loan Credit Agreement, or under the GACP Term Loan Credit Agreement, as applicable.

25. *Debtors' Reservation of Rights*. Notwithstanding anything to the contrary in this Interim Order, the entry of this Interim Order and the grant of adequate protection to the Prepetition ABL Secured Parties and the Prepetition ABL Agent pursuant to the terms hereof shall be without prejudice to the rights of the Debtors to, following the occurrence of the Termination Date, seek authority (at any time) to use Cash Collateral and the Prepetition ABL Collateral without the consent of the Prepetition ABL Secured Parties, and the Prepetition ABL Secured Parties reserve all of their respective rights with respect to contesting any such motion or request by the Debtors or any other person.

26. *No Marshaling*. Subject only to and effective upon entry of the Final Order, the Prepetition ABL Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition ABL Collateral, and proceeds of the Prepetition ABL Collateral shall be received and applied pursuant to this Interim Order and the Prepetition ABL Loan Documents notwithstanding any other agreement or provision to the contrary. Subject to the Carve Out, without limiting the generality of the immediately preceding sentence, no party shall be entitled, directly or indirectly, to direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of the Prepetition ABL Collateral after a Termination Event.

27. *Continuation of Prepetition ABL Liens*. Subject to the rights set forth in paragraph 29, until the Prepetition ABL Secured Parties are Paid in Full, all liens and security interests of the Prepetition ABL Secured Parties (including, without limitation, the Adequate Protection Liens) shall remain valid and enforceable with the same continuing priority as described herein. The term "Paid in Full" or "Payment in Full" means except as otherwise agreed to by, the Prepetition Secured Parties (including through entry of an order confirming a chapter 11 plan reasonably acceptable to the Prepetition Secured Parties), all of the Prepetition ABL Obligations and Adequate Protection Obligations have been indefeasibly paid in full in cash and completely satisfied (including the cash collateralization of any letters of credit) and all Commitments (as defined in the Prepetition ABL Credit Agreement) have been terminated.

28. *Continuation of Prepetition CLMG Liens*. Until the Prepetition CLMG Obligations have been satisfied (including by payment in cash, turnover of collateral, or consent to release

liens), all liens and security interests of the CLMG Secured Parties shall remain valid and enforceable with the same continuing priority as described herein.

29. *Continuation of the Prepetition GACP Liens*. Until the Prepetition GACP Obligations have been satisfied (including by payment in cash, turnover of collateral, or consent to release liens), all liens and security interests of the GACP Secured Parties shall remain valid and enforceable with the same continuing priority as described herein

30. *Perfection of ABL Adequate Protection Liens*.

a. The Prepetition ABL Secured Parties are hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, patent filings, mortgages, deeds of trust, notices of lien or similar instruments in any jurisdiction, or take possession of or control over cash or securities, or take any other action in order to validate and perfect the ABL Adequate Protection Liens; provided, however, that the Prepetition ABL Secured Parties may not take any aforementioned action to file or record such instruments against the CLMG Collateral or GACP Collateral. Whether or not the Prepetition ABL Secured Parties shall, each, in its sole discretion, choose to file such financing statements, trademark filings, copyright filings, patent filings, mortgages, deeds of trust, notices of lien or similar instruments, or take possession of or control over any cash, securities or any other property of the Debtors, or take any action that otherwise may be required under federal, state or local law in any jurisdiction to validate and perfect a security interest or lien, in any such case, the ABL Adequate Protection Liens shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination (subject to the priorities set forth in this Interim Order), at the time and on the date of entry of this Interim Order or thereafter. Upon the reasonable request of any of the Prepetition ABL Secured Parties, the Prepetition ABL Secured Parties and the Debtors, without any further consent of any party, are authorized to take, execute, deliver and file such instruments (in each case, without representation or warranty of any kind) to enable the Prepetition ABL Secured Parties to further validate, perfect, preserve and enforce the ABL Adequate Protection Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date.

b. A certified copy of this Interim Order (or the notice of the filing hereof) may, in the discretion of the Prepetition ABL Secured Parties, be filed with or recorded in filing or recording offices in addition to or *in lieu* of such financing statements, mortgages, deeds of trust, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such

certified copy of this Interim Order or notice for filing and/or recording, as applicable. The automatic stay of section 362(a) of the Bankruptcy Code shall be, and hereby is deemed, modified to the extent necessary to permit the Prepetition ABL Secured Parties to take all actions, as applicable, referenced in this paragraph 30(a) and 30(b).

31. *Effect of Stipulations on Third Parties*. Each of the Debtors' Stipulations and each of the Debtors' other admissions, agreements and releases contained in this Interim Order, including, without limitation, in paragraph 4 of this Interim Order, shall be binding upon the Debtors and all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in these cases (including a Creditors' Committee, if any) and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors (a "Trustee"), in all circumstances and for all purposes unless: (a) any party in interest (including any Trustee), with requisite standing, has duly filed an adversary proceeding or contested matter, as required under the Bankruptcy Rules (subject in either case to the limitations contained herein, including without limitation, in paragraph 32), challenging the validity, enforceability, priority, or extent of the Prepetition ABL Obligations, the liens on the Prepetition ABL Collateral securing the Prepetition ABL Obligations, the Prepetition CLMG Obligations, the CLMG Collateral, or otherwise asserting or prosecuting any Avoidance Actions or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the "Claims and Defenses") against the Prepetition ABL Agent, any of the other Prepetition ABL Secured Parties, or the CLMG Secured Parties or their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors in connection with any matter related to the Prepetition ABL Obligations, the Prepetition ABL Collateral, the Prepetition CLMG Obligations, or the CLMG Collateral (as applicable) by no later than the date that is the earlier of (A) seventy-five (75) days after the date of entry of this Interim Order (the "Challenge Deadline"), (B) the effective date of a

confirmed chapter 11 plan, or (C) any such later date as has been ordered by the Court for cause upon a motion filed and served prior to the expiration of the deadline to commence a challenge (such time period, the "Challenge Period"), and (b) an order is entered by a court of competent jurisdiction and becomes final and non-appealable in favor of the plaintiff sustaining any such challenge or claim in any such duly filed adversary proceeding or contested matter; provided that, as to the Debtors, all such Claims and Defenses are hereby irrevocably waived and relinquished as of the Petition Date. If no such adversary proceeding or contested matter is timely filed prior to the expiration of the Challenge Period, without further order of this Court: (x) the Prepetition ABL Obligations, Prepetition CLMG Obligations, and the Prepetition GACP Obligations shall constitute allowed claims, not subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance, for all purposes in the Cases and any subsequent chapter 7 case; (y) the Prepetition ABL Agent's liens on the Prepetition ABL Collateral, CLMG's liens on the CLMG Collateral, and GACP's liens on the GACP Collateral shall be deemed to have been, as of the Petition Date, and to be, legal, valid, binding, perfected and of the priority specified in paragraph 4(d), not subject to defense, counterclaim, recharacterization, subordination or avoidance; and (z) the Prepetition ABL Obligations, the Prepetition ABL Agent's liens on the Prepetition ABL Collateral, the other Prepetition ABL Secured Parties; the Prepetition CLMG Obligations, CLMG's liens on the CLMG Collateral, and the other CLMG Secured Parties (and their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys, or advisors); and the Prepetition GACP Obligations, GACP's liens on the GACP Collateral, and the other GACP Secured Parties (and their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys, or advisors), shall not be subject to any other or further challenge by any party in interest, and any such party in interest shall be enjoined from seeking to exercise the

rights of the Debtors' estates, including without limitation, any successor thereto (including, without limitation, any estate representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period). If any such adversary proceeding or contested matter is timely filed prior to the expiration of the Challenge Period, the stipulations and admissions contained in this Interim Order, including without limitation, in paragraph 4 of this Interim Order, shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any person, including any Trustee, except as to any such findings and admissions that were expressly and successfully challenged in such adversary proceeding or contested matter. Nothing in this Interim Order vests or confers on any person, including a Trustee, standing or authority to pursue any cause of action belonging to the Debtors or their estates. In the event that there is a timely successful challenge brought pursuant to this paragraph 28, the Court shall retain jurisdiction to fashion an appropriate remedy.

32. *Limitation on Use of Collateral*. Subject to the Carve Out, notwithstanding anything herein or in any other order by this Court to the contrary, no Cash Collateral, Prepetition ABL Collateral, proceeds, products, or offspring of any of the foregoing or any portion of the Carve Out may be used to (except to the extent otherwise expressly agreed in writing by the Prepetition ABL Agent in response to a written request from the Debtors specifying the proposed use) pay any claims for services rendered by any of the professionals retained by the Debtors, any creditor or party in interest, any committee (including any Creditors' Committee), any Trustee, or any other person, party, or entity (or to pay any professional fees and disbursements in connection therewith) to: (a) apply to the Court for authority to approve superpriority claims or grant liens or security interests in the Prepetition ABL Collateral and Cash Collateral, or any portion thereof that are senior to, or on parity with, the Prepetition ABL Liens, unless the Prepetition ABL Obligations,

and claims granted to the Prepetition ABL Secured Parties under this Interim Order, as applicable, have been Paid in Full or otherwise agreed to in writing by the Prepetition ABL Secured Parties; (b) prevent, hinder or otherwise delay the Prepetition ABL Secured Parties' assertion, enforcement or realization on the Prepetition ABL Collateral, including Cash Collateral, and liens, claims and rights granted to the Prepetition ABL Secured Parties under this Interim Order, in accordance with the Prepetition ABL Loan Documents or this Interim Order; (c) seek to modify any of the rights and remedies granted to the Prepetition ABL Secured Parties under this Interim Order or the Prepetition ABL Loan Documents; (e) pay any amount on account of any claims arising prior to the Petition Date unless such payments are provided for in the Budget and approved by an order of this Court that is in form and substance reasonably satisfactory to the Prepetition ABL Agent; (f) subject to paragraph 24, investigate, assert, join, commence, support or prosecute any action or claim, counter-claim, action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination or similar relief against the Prepetition ABL Secured Parties or their respective officers, directors, employees, agents, attorneys, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, or action, including, without limitation, (i) any avoidance actions or other actions arising under chapter 5 of the Bankruptcy Code, (ii) any action relating to any act, omission, or aspect of the relationship between the Prepetition ABL Secured Parties, on the one hand, and the Debtors or any of their affiliates, on the other, (iii) any action with respect to the validity and extent of the Prepetition ABL Obligations, or the validity, extent, and priority of the Prepetition ABL Liens or the Adequate Protection Liens, (iv) any action seeking to invalidate, set aside, avoid or subordinate, in whole or in part, the Prepetition ABL Liens or the Adequate Protection Liens granted under this Order, (v) except to contest the occurrence of a Termination Event as permitted

in paragraph 18, any action that has the effect of preventing, hindering or delaying (whether directly or indirectly) the Prepetition ABL Secured Parties in respect of their liens and security interests in the Cash Collateral or the Prepetition ABL Collateral, (vi) pay any fees or similar amounts to any person to purchase the Prepetition ABL Secured Parties' interests in any of the Debtors' assets without the prior written consent of the Prepetition ABL Secured Parties, unless such person consummates or otherwise closes the purchase of the Prepetition ABL Secured Parties' interests in any of the Debtors' assets, or (vii) use or seek to use Cash Collateral unless otherwise permitted hereby, without the prior written consent of the Prepetition ABL Secured Parties; or (g) for objecting to, contesting, delaying, preventing, hindering or otherwise interfering in any way with the exercise of rights or remedies by the Prepetition ABL Secured Parties with respect to any Prepetition ABL Collateral, including Cash Collateral, after the occurrence of an Termination Event, except as otherwise permitted hereby; provided that, notwithstanding anything to the contrary in this paragraph, any Creditors' Committee may use Prepetition ABL Collateral, including Cash Collateral, and the proceeds thereof to solely investigate, but not to prepare, initiate, litigate, prosecute, object to, or otherwise challenge (i) the claims and liens of the Prepetition ABL Secured Parties and (ii) potential claims, counterclaims, causes of action, or defenses, including the Claims and Defenses, against the Prepetition ABL Secured Parties; provided further that no more than an aggregate of $50,000 of the Prepetition ABL Collateral, including Cash Collateral, and the proceeds thereof may be used by any Creditors' Committee, in respect of the investigations set forth in the preceding proviso (the "Investigation Budget").

33. *Release*. The release, discharge, waivers, settlements, compromises, and agreements set forth in this paragraph shall be deemed effective upon entry of this Interim Order and subject only to the challenge rights set forth in paragraph 31 above. The Debtors forever and

irrevocably: (a) release, discharge, and acquit the Prepetition ABL Secured Parties and their affiliates and each of their and their affiliates' respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, and predecessors in interest (each, a "Prepetition Releasee") of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every type arising prior to the Petition Date, including, without limitation, any claims arising from any actions relating to any aspect of the relationship between the Prepetition ABL Secured Parties and the Debtors and their affiliates including any equitable subordination claims or defenses, with respect to or relating to the Prepetition ABL Obligations, the Prepetition ABL Liens, the Prepetition ABL Loan Documents, the Debtors' attempts to restructure the Prepetition ABL Obligations, any and all claims and causes of action arising under title 11 of the United States Code, and any and all claims regarding the validity, priority, perfection or avoidability of the liens or secured claims of the Prepetition ABL Secured Parties, in respect of events that occurred on or prior to the date hereof; and (b) waive any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability and non-avoidability of the Prepetition ABL Obligations, the Prepetition ABL Liens. Nothing in this Interim Order shall release any claims against a Prepetition Releasee that a court of competent jurisdiction determines, pursuant to a final, non-appealable order, results primarily from the actual fraud, gross negligence, or willful misconduct of such Prepetition Releasee.

34. *Prohibition on Granting of Additional Liens and Interests, Use of Prepetition ABL Collateral*. No liens, claims, interests or priority status, other than the Carve Out and the Permitted Encumbrances, having a lien or administrative priority superior to or *pari passu* with that of the

Adequate Protection Superpriority Claim, the Prepetition ABL Liens , or the Adequate Protection Liens shall be granted while any portion of the Prepetition ABL Obligations remain outstanding, or any commitment under the Prepetition ABL Loan Documents remains in effect, without the prior written consent of the Prepetition ABL Secured Parties. Nothing in this Interim Order shall authorize, other than in the ordinary course of the Debtors' business, the sale, transfer, lease, encumbrance, or other disposition of any assets that constitute Prepetition ABL Collateral, CLMG Collateral, or GACP Collateral of the Debtors or their estates without the prior written consent of the Prepetition ABL Secured Parties, CLMG Secured Parties, or GACP Secured Parties, as applicable (and no such consent or direction shall be implied from any other action, inaction, or acquiescence by any Prepetition ABL Secured Party or any order of this Court), except as permitted in the Prepetition ABL Loan Documents, the CLMG Term Loan Agreement, the GACP Term Loan Agreement, and this Interim Order, and approved by the Court to the extent required under applicable bankruptcy law; provided that a Termination Event shall not be deemed to occur if the Debtors seek approval of debtor in possession financing, including, without limitation, debtor in possession financing which primes existing liens, to the extent (i) such debtor in possession financing provides for Payment in Full of the Prepetition ABL Obligations, and Adequate Protection Obligations or (ii) the Prepetition ABL Agent provides prior written consent, which consent is approved or unopposed by the Required Lenders, for financing that does not provide for Payment in Full of the Prepetition ABL Obligations and Adequate Protection Obligations.

35. *No Impairment of CLMG Collateral.* Unless otherwise provided in this Interim Order, nothing shall authorize the Debtors, the Prepetition ABL Lenders, or any other party in interest to take any action to impair, interfere with, or otherwise adversely impact, (i) the liens and security interests granted to the CLMG Secured Parties or (ii) the CLMG Collateral.

36. *No Impairment of GACP Collateral*. Unless otherwise provided in this Interim Order, nothing shall authorize the Debtors, the Prepetition ABL Lenders, or any other party in interest to take any action to impair, interfere with, or otherwise adversely impact, (i) the liens and security interests granted to the GACP Secured Parties or (ii) the GACP Collateral.

37. *Binding Effect of Interim Order*. Subject to paragraph 25, immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the Debtors, the Prepetition ABL Secured Parties, all other creditors of the Debtors, any Creditors' Committee, and each of their respective successors and assigns (including, without limitation, any trustee, examiner with expanded powers, responsible officer, estate administrator or representative, or similar person appointed in a case for any Debtor under any chapter of the Bankruptcy Code) and shall inure to the benefit of the Debtors, the GACP Secured Parties, CLMG Secured Parties, the Prepetition ABL Secured Parties, and their respective successors and assigns.

38. *Survival*. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order (a) confirming any chapter 11 plan in any of these Chapter 11 Cases; (b) converting any of these cases to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of these cases or any Successor Case; or (d) pursuant to which this Court abstains from hearing any of the cases or any Successor Case. Notwithstanding the entry of any such order, the terms and provisions of this Interim Order, including the claims, liens, security interests and other protections granted to the Prepetition ABL Secured Parties pursuant to this Interim Order, shall continue in these cases, in any Successor Case, or following dismissal of these cases or any Successor Case, and shall maintain their priority as provided by this Interim Order

and not be modified, altered or impaired in any way, whether by act or omission, until all of the Prepetition ABL Obligations and Adequate Protection Obligations have been Paid in Full, notwithstanding the occurrence of a Termination Event or any earlier termination of the Debtors' authorization to use the Prepetition ABL Collateral, including Cash Collateral.

39. *Limitation of Liability*. Subject to entry of the Final Order, and solely in the Prepetition ABL Secured Parties' capacity as a lender under the Prepetition ABL Loan Documents, in determining to permit the use of Cash Collateral, making and administering the loans and financial accommodations extended under the Prepetition ABL Loan Documents, extending other financial accommodations to the Debtors under this Interim Order and the Prepetition ABL Loan Documents, or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the Prepetition ABL Loan Documents, as applicable, the Prepetition ABL Secured Parties (in their capacity as such) or any successor of any of the foregoing shall not (a) be deemed to be in "control" of the operations of the Debtors or any of their affiliates; (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; and (c) be deemed to be acting as a "Responsible Person" or "Owner" or "Operator" with respect to the operation or management of the Debtors or any of their affiliates (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, *et seq*., as amended, or any similar federal or state statute). Furthermore, nothing in this Interim Order or the Prepetition ABL Loan Documents or any other documents related thereto shall in any way be construed or interpreted to impose or allow the imposition upon the Prepetition ABL Secured Parties, or any successor of any of the foregoing, of any liability for any claims arising from the prepetition or postpetition activities of the Debtors or any of their subsidiaries affiliates in the operation of their businesses or in connection with their restructuring efforts.

40. *No Waiver*. Other than as provided in this Interim Order, nothing in this Interim Order shall be construed in any way as a waiver or relinquishment of any rights that the Debtors or the Prepetition ABL Secured Parties may have to bring or be heard on any matter brought before this Court.

41. *Effectiveness*. This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable, *nunc pro tunc* to the Petition Date, immediately upon entry hereof. Notwithstanding any Bankruptcy Rule, any Bankruptcy Local Rule, any Federal Rule of Civil Procedure, or other applicable law, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

42. *Proofs of Claim*. Neither the Prepetition ABL Agent, the Prepetition ABL Lenders, the CLMG Secured Parties, nor the CLMG Secured Parties, shall be required to file proofs of claim in any of the Debtors' Chapter 11 Cases or a Successor Case for any claim allowed herein. The Debtors' Stipulations shall be deemed to constitute a timely filed proof of claim for the Prepetition ABL Agent and the Prepetition ABL Lenders, the CLMG Secured Parties, the GACP Secured Parties upon approval of this Interim Order, and the Prepetition ABL Agent, the Prepetition ABL Lenders, the CLMG Secured Parties, and the GACP Secured Parties shall be treated under section 502(a) of the Bankruptcy Code as if they filed a proof of claim. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Debtors' Chapter 11 Cases or a Successor Case to the contrary, the Prepetition ABL Agent, the Prepetition ABL Lenders, the CLMG Secured Parties, and the GACP Secured Parties are hereby authorized and entitled, in their sole discretion, but not required, to file (and amend and/or supplement, as they see fit) a proof of

claim and/or aggregate proofs of claim in each of these Chapter 11 Cases or a Successor Case for any claim allowed herein.

43. *No Third Party Rights*. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any party, creditor, equity holder, other entity or any direct, indirect or incidental beneficiary other than (a) the Prepetition ABL Secured Parties and their respective Representatives, (b) the Debtors, (c) the CLMG Secured Parties and their Representatives, (d) the GACP Secured Parties and their Representatives, and (e) the respective successors and assigns of each of the foregoing.

44. *Headings*. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

45. *Rights Reserved.* Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the Prepetition ABL Secured Parties' rights to pursue any and all rights and remedies under the Bankruptcy Code, the Prepetition ABL Loan Documents or any other applicable agreement or law, or seek any other or supplemental relief in respect of the Debtors, including the right to seek new, different or additional adequate protection, as applicable, or the Debtors' or any other party in interest's rights to oppose such relief, or (b) any of the rights and remedies of the Debtors, the Prepetition ABL Secured Parties, or any other party in interest under the Prepetition ABL Loan Documents or other applicable agreement, the Bankruptcy Code or applicable nonbankruptcy law.

46. *CLMG Rights Reserved.* Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the CLMG Secured Parties' rights to pursue any and all rights and remedies under the Bankruptcy Code, the CLMG Term Loan Agreement or any other applicable agreement or law,

or seek any other or supplemental relief in respect of the Debtors, including the right to seek new, different or additional adequate protection, as applicable, or the Debtors' or any other party in interest's rights to oppose such relief, or (b) any of the rights and remedies of the Debtors, the CLMG Secured Parties, or any other party in interest under the CLMG Term Loan Agreement or other applicable agreement, the Bankruptcy Code or applicable nonbankruptcy law.

47. *GACP Rights Reserved*. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the GACP Secured Parties' rights to pursue any and all rights and remedies under the Bankruptcy Code, the GACP Term Loan Agreement or any other applicable agreement or law, or seek any other or supplemental relief in respect of the Debtors, including the right to seek new, different or additional adequate protection, as applicable, or the Debtors' or any other party in interest's rights to oppose such relief, or (b) any of the rights and remedies of the Debtors, the GACP Secured Parties, or any other party in interest under the GACP Term Loan Agreement or other applicable agreement, the Bankruptcy Code or applicable nonbankruptcy law. Furthermore, notwithstanding anything herein to the contrary, nothing contained in this Interim Order shall constitute nor be construed as the GACP Secured Parties' consent to, nor this Court's approval of, any surcharge of the GACP Collateral or the Debtors' sale of any of the GACP Collateral or the Debtors' use of the proceeds thereof.

48. *Creditors' Committee Rights Reserved*. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the Creditors' Committee's rights to pursue any and all rights and remedies under the Bankruptcy Code or any other applicable law, or seek any other or supplemental relief in respect of the Debtors, as applicable, or the Debtors' or any other party in

interest's rights to oppose such relief, or (b) any of the rights and remedies of the Debtors, the Creditors' Committee, or any other party in interest under the Bankruptcy Code or applicable nonbankruptcy law.

49. *Bankruptcy Rules*. The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

50. *Necessary Action*. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Interim Order.

51. *Retention of Jurisdiction*. The Court shall retain jurisdiction to enforce the provisions of this Interim Order, and this Court shall retain jurisdiction over all matters pertaining to the implementation, interpretation and enforcement of this Interim Order, including following confirmation and consummation of any chapter 11 plan for any one or more of the Debtors.

52. *Interpretation.* To the extent of any inconsistency between the Motion, the terms of the First Interim Order, the terms of the First Supplemental Interim Order, and the terms of this Interim Order, the terms of this Interim Order shall control.

53. *Tax Liens.* Notwithstanding any other provisions included in the Interim Order, or any agreements approved hereby, any statutory liens (collectively, the "Tax Liens"), of Brazos County, Medina County, and Erath County shall not be primed by nor made subordinate to any liens granted to any party hereby to the extent such Tax Liens are valid, senior, perfected, and unavoidable, and all parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by Brazos County are fully preserved. From the proceeds of the sale of any of the Debtors' assets located in the state of Texas, the amount of $38,219.64 shall be set aside by the Debtors in a segregated account as adequate protection for the asserted secured claims of Brazos County prior to the distribution of any proceeds to any other creditor. The liens of Brazos

County, Medina County, and Erath County, if any, shall attach to these proceeds to the same extent and with the same priority as the liens they now hold against the property of the Debtors. These funds shall be on the order of adequate protection and shall constitute neither the allowance of the claims of Brazos County, Medina County, and Erath County, nor a cap on the amounts they may be entitled to receive.

54. Notwithstanding anything to the contrary contained in this Interim Order, amounts payable to employees, materialmen, suppliers, workers, and others for postpetition goods and services on work-in-process shall be paid out of the proceeds of postpetition earned receivables prior to the rights of any other party.

55. *Final Hearing*. The Final Hearing on the Motion shall be held on August 26, 2020 at 3:30 p.m., prevailing Central Time. Any objections or responses to entry of a Final Order on the Motion shall be filed no later than 2:00 p.m., prevailing Central Time, on August 24, 2020 (the "Objection Deadline").

Signed: August 03, 2020

Marvin Isgur
United States Bankruptcy Judge

Exhibit 1

Budget

BJS - Cash Collateral Budget
Prepared 7/29/2020
($ in millions)

Week Ending:	25-Jul	1-Aug	8-Aug	15-Aug	22-Aug	29-Aug	5-Sep	12-Sep	19-Sep	26-Sep	3-Oct	Total
Opening Cash	**$ 56.1**	**$ 61.8**	**$ 44.3**	**$ 42.1**	**$ 37.2**	**$ 32.6**	**$ 115.9**	**$ 116.3**	**$ 121.0**	**$ 124.2**	**$ 121.6**	
Receipts:												
Gross A/R Collections	*$ 7.0*	*$ 2.6*	*$ 11.1*	*$ 11.1*	*$ 2.8*	*$ 1.9*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 10.9*	*$ 47.4*
Discounts/Settlement Payments	*-*	*(0.8)*	*(3.3)*	*(3.3)*	*(0.8)*	*(0.6)*	*-*	*-*	*-*	*-*	*-*	*(8.8)*
Net Collections	7.0	1.8	7.8	7.8	2.0	1.3	-	-	-	-	10.9	38.5
Proceeds from Sale of Inventory	-	-	-	-	-	-	-	-	-	-	14.6	14.6
Proceeds from Sale of Equipment - Tractors	-	-	-	-	-	25.0	-	-	-	-	-	25.0
Proceeds from Sale of Cement	-	-	-	-	-	30.0	-	-	-	-	-	30.0
Proceeds from Sale of R/E	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds from Sale to CSL - Equipment	-	-	-	-	-	18.0	-	-	-	-	-	18.0
Proceeds from Sale to CSL - Other	-	-	-	-	-	12.0	-	-	-	-	-	12.0
Proceeds from WIP	-	-	-	-	14.1	4.5	2.8	-	5.6	-	-	26.9
Other Proceeds	3.3	-	-	-	-	-	-	-	-	-	-	3.3
Total Receipts	**$ 10.3**	**$ 1.8**	**$ 7.8**	**$ 7.8**	**$ 16.0**	**$ 90.8**	**$ 2.8**	**$ -**	**$ 5.6**	**$ -**	**$ 25.5**	**$ 168.4**
Disbursements:												
Employee & Executive Compensation (Including Payroll Tax)	$ (0.1)	$ (1.3)	$ -	$ (0.7)	$ -	$ (0.7)	$ -	$ (0.3)	$ -	$ (0.3)	$ (0.2)	$ (3.6)
Pre-Petition Employee Compensation, T&E, 401k Remittance	-	(1.2)	-	-	-	-	-	-	-	-	-	(1.2)
Pre Petition Payroll Tax and Payment Card Expense	-	(0.4)	-	-	-	-	-	-	-	-	(1.8)	(2.2)
PTO	-	(0.2)	-	(0.0)	-	-	-	-	(0.2)	-	-	(0.4)
Trailing Employee Health Claims	(0.5)	(0.5)	(0.5)	(0.5)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.2)	(0.7)	(4.4)
Required Canadian Termination Benefits	-	(0.5)	-	-	-	-	-	-	-	-	-	(0.5)
Sub-Total - Employee Related	**$ (0.6)**	**$ (4.1)**	**$ (0.5)**	**$ (1.2)**	**$ (0.3)**	**$ (1.0)**	**$ (0.3)**	**$ (0.6)**	**$ (0.5)**	**$ (0.5)**	**$ (2.7)**	**(12.3)**
Accounting/Tax/Other Professionals	-	(0.1)	-	-	-	(0.1)	-	-	-	-	-	(0.2)
Facilities	-	(0.5)	(0.5)	-	(0.5)	-	-	(0.5)	-	(0.5)	(0.3)	(2.8)
Security	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(1.1)
Information Technology	-	-	(0.8)	-	-	-	(0.8)	-	-	-	-	(1.5)
Insurance (Other Excl. Property Insurance)	(0.6)	-	-	-	-	(0.6)	-	-	-	(0.3)	-	(1.4)
Sub-Total - Expenses	**$ (0.7)**	**$ (0.7)**	**$ (1.4)**	**$ (0.1)**	**$ (0.6)**	**$ (0.8)**	**$ (0.8)**	**$ (0.6)**	**$ (0.1)**	**$ (0.9)**	**$ (0.4)**	**(7.0)**
Eq. Demobilization/Removal of Hazardous Materials	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	-	-	-
Cementing completion and mobilization	-	-	-	-	-	-	-	-	-	-	-	-
Cost of Stacking Equipment	-	-	-	-	-	-	-	-	-	-	-	-
Sub-Total - Equipment	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**-**
Fracturing - New Operations (up to 4 Fleets from 8/6 - 9/12)	-	-	(0.1)	(0.8)	(2.4)	(2.9)	-	7.1	-	-	-	0.9
WIP - Fracturing	(1.9)	(2.6)	(2.6)	(2.5)	(10.3)	(0.9)	-	-	-	-	-	(20.7)
Sub-Total - WIP	**$ (1.9)**	**$ (2.6)**	**$ (2.7)**	**$ (3.2)**	**$ (12.7)**	**$ (3.8)**	**$ -**	**$ 7.1**	**$ -**	**$ -**	**$ -**	**(19.8)**
ABL Paydown	$ -	$ (5.0)	$ (5.0)	$ (5.0)	$ (5.0)	$ -	$ -	$ -	$ -	$ -	$ -	(20.0)
Professionals	(0.8)	(0.7)	(0.9)	(0.8)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(1.3)	(8.5)
US Trustee Fees	-	-	-	-	-	-	-	-	-	-	(0.5)	(0.5)
Interest Payments	(0.1)	(0.1)	-	(1.0)	-	-	-	-	-	-	-	(1.1)
503(b)(9) - Claims	-	-	-	-	-	-	-	-	-	-	(7.5)	(7.5)
Utility Deposit	-	(0.4)	-	-	-	-	-	-	-	-	-	(0.4)
Sales and Use Tax/Other Taxes	-	(0.2)	-	-	(0.5)	-	-	-	(0.5)	-	-	(1.2)
Wind Down Contingency	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.6)	(0.6)	(0.6)	(0.6)	(0.6)	(3.2)
Sub-Total - Chapter 11	**$ (1.0)**	**$ (6.4)**	**$ (5.9)**	**$ (6.9)**	**$ (6.2)**	**$ (0.7)**	**$ (1.2)**	**$ (1.2)**	**$ (1.7)**	**$ (1.2)**	**$ (9.9)**	**(42.4)**
Required Titan Payments	$ -	$ (2.6)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2.6	-
Total Disbursements	**$ (4.3)**	**$ (16.4)**	**$ (10.5)**	**$ (11.4)**	**$ (19.8)**	**$ (6.2)**	**$ (2.4)**	**$ 4.7**	**$ (2.3)**	**$ (2.6)**	**$ (10.3)**	**(81.6)**
Cement Going Concern Net Cash Flow	(0.3)	(2.9)	0.5	(1.3)	(0.8)	(1.3)	-	-	-	-	-	(6.1)
Net Cash Flow	**$ 5.7**	**$ (17.5)**	**$ (2.2)**	**$ (4.9)**	**$ (4.6)**	**$ 83.3**	**$ 0.4**	**$ 4.7**	**$ 3.2**	**$ (2.6)**	**$ 15.2**	**$ 80.7**
Ending Cash	**$ 61.8**	**$ 44.3**	**$ 42.1**	**$ 37.2**	**$ 32.6**	**$ 115.9**	**$ 116.3**	**$ 121.0**	**$ 124.2**	**$ 121.6**	**$ 136.8**	**$ 136.8**

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SCHEDULE "D"

ENTERED
07/31/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC., *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 9**

SECOND INTERIM ORDER AUTHORIZING THE DEBTORS TO CONTINUE TO (I) OPERATE THEIR CASH MANAGEMENT SYSTEM AND MAINTAIN EXISTING BANK ACCOUNTS AND (II) PERFORM LIMITED INTERCOMPANY TRANSACTIONS

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order") authorizing the Debtors to: (a) continue to operate their Cash Management System and maintain their existing bank accounts, including honoring certain prepetition obligations related thereto, and (b) continue to perform intercompany transactions consistent with historical practice, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED ON AN INTERIM BASIS THAT:

1. The final hearing (the "Final Hearing") on the Motion shall be held on August 26, 2020, at 3:30 p.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 2:00 p.m., prevailing Central Time, on August 24, 2020. In the event no objections to entry of a final order on the Motion are timely received, the Court may enter such final order without need for the Final Hearing.

2. The Debtors are authorized to: (a) continue operating the Cash Management System, as described in the Motion and substantially in the form attached hereto as **Exhibit A**; (b) honor their prepetition obligations related thereto, including the Bank Fees; (c) continue to perform Intercompany Transactions to the limited extent set forth herein; (d) maintain existing Business Forms; and (e) maintain the Investment Practices consistent with historical practice.

3. The Debtors are authorized, but not directed, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit B** attached hereto; (b) use, in their present form, all preprinted correspondence and Business Forms (including letterhead); *provided* that once the Debtors' existing check stock has been exhausted, the Debtors shall include, or direct others to include, the designation "Debtor-in-Possession" and the corresponding bankruptcy case number on all checks

as soon as it is reasonably practicable to do so; *provided*, *further*, that with respect to any Business Forms that exist or are generated electronically, the Debtors shall ensure that such electronic Business Forms are clearly labeled "Debtor In Possession" within 10 business days; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (e) pay the Bank Fees, including any prepetition amounts, and any ordinary course Bank Fees incurred in connection with the Bank Accounts; and (f) to otherwise perform their obligations under the documents governing the Bank Accounts.

4. To the extent any of the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines, the Debtors shall have until September 17, 2020, without prejudice to seeking an additional extension, to come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines; *provided* that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the 45-day period referenced above by written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

5. Except as set forth herein, the Cash Management Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be. The Debtors and the Cash Management Banks may, without

further order of this Court, agree to and implement changes to the Cash Management System and procedures related thereto in the ordinary course of business, including the closing of Bank Accounts, the opening of new bank accounts, and entering into any ancillary agreements, related to the foregoing, to the extent such actions are reasonably acceptable to the administrative agent under the Debtors' asset-based revolving credit facility; *provided* the Debtors provide reasonable advance notice to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases of any material changes to the Cash Management System and procedures; *provided, however*, that (a) by submitting any payment request to the Cash Management Banks, the Debtors shall ensure that such payment request is consistent with this Order and other orders of the Court and, (b) as needed and to the extent reasonably possible, the Debtors and Cash Management Banks will cooperate to ensure that all payments honored by the Cash Management Banks are consistent with the Debtors' direction.

6. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank; provided that any such new account is with one of the Debtors' existing Cash Management Banks or with a bank that is: (a) insured by the FDIC or the Federal Savings and Loan Insurance Corporation; (b) designated as an authorized depository pursuant to the U.S. Trustee's Operating Guidelines; (c) designated a "Debtor in Possession" account by the relevant bank; and (d) with a bank that agrees to be bound by the terms of this Interim Order.

7. Each of the Cash Management Banks is authorized to debit the Debtors' Bank Accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks drawn on the Debtors' Bank Accounts that are cashed at such Cash Management

Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of the Bank Accounts with such Cash Management Bank prior to the Petition Date that have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management System.

8. Those certain deposit agreements existing between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks and all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, offset rights and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with any Cash Management Bank (including, for the avoidance of doubt, any rights of a Cash Management Bank to use funds from the Bank Accounts to remedy any overdraft of another Bank Account to the extent permitted under the applicable deposit agreement and that the Bank Accounts are held by the same Debtors), unless the Debtors and such Cash Management Bank agree otherwise, and any other legal rights and remedies afforded to the Cash Management Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

9. The Debtors are authorized to promptly place stop payments on any unauthorized prepetition checks or ACH payments that should not be honored by a Cash Management Bank. Any Cash Management Bank that is provided with notice of this Interim Order shall not honor or pay any bank payments drawn on any listed Bank Account or otherwise issued before the Petition

Date for which the Debtors specifically issue a stop payment order in accordance with the documents governing such Bank Accounts.

10. Subject to the terms set forth herein, any bank, including a Cash Management Bank, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order at the direction of the Debtors or in a good-faith belief that this Court has authorized such prepetition check or item to be honored shall be deemed to be, nor shall be liable to the Debtors or their estates on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

11. Notwithstanding anything to the contrary in any other order of this Court, any banks, including the Cash Management Banks, are: (a) authorized to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; (b) authorized to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored, consistent with any order of this Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated prior to, on, or subsequent to the Petition Date; and (c) have no duty to independently inquire as to whether such payments are authorized by an order of this Court; *provided* that the Cash Management Banks shall not have any liability to any party for relying on such representations.

12. The Debtors are authorized to coordinate with the Cash Management Banks to implement reasonable handling procedures designed to effectuate the terms of this Interim Order.

No Cash Management Bank that implements such handling procedures and then honors a prepetition check or other item drawn on any Bank Account that is the subject of this Interim Order either in good faith belief that the Court has authorized such prepetition check or item to be honored or as a result of an innocent mistake made despite implementation of such handling procedures, shall be deemed to be liable to the Debtors or their estates otherwise in violation of this Interim Order.

13. The Debtors are authorized to continue Intercompany Transactions with any other Debtor for the limited purpose of honoring payroll and payroll-related expenses and making any other payments that are contemplated by any order of this Court solely to the extent that: (a) such Intercompany Transaction is the only reasonable commercial way for the Debtors to timely satisfy such obligation; (b) such Intercompany Transaction is an ordinary course transaction; and (c) the Intercompany Transaction does not result in a postpetition intercompany claim for which there are not presently adequate funds to pay the postpetition intercompany claim. The Debtors shall keep a record of all Intercompany Transactions and make such record available upon reasonable request of the Court, the administrative agent under the Debtors' asset-based revolving credit facility, the U.S. Trustee, and any statutory committee appointed in these chapter 11 cases. All rights of all parties related to the Intercompany Transactions are reserved. This Order does not authorize the postpetition payment or satisfaction of a prepetition intercompany claim.

14. Nothing contained in the Motion or this Interim Order shall be construed to alter or impair any security interest or perfection thereof, in favor of any person or entity that existed as of the Petition Date or that arises after the Petition Date.

15. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all

respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the "Cash Collateral Orders") (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

16. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are

valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

17. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved in this Interim Order.

18. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or funds transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to any prepetition amounts that are authorized to be paid on account of the prepetition obligations pursuant to this Interim Order.

19. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

20. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

21. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

22. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

23. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Signed: July 31, 2020

Marvin Isgur
United States Bankruptcy Judge

Exhibit A

Cash Management System Schematic

Exhibit A

Cash Management System Schematic

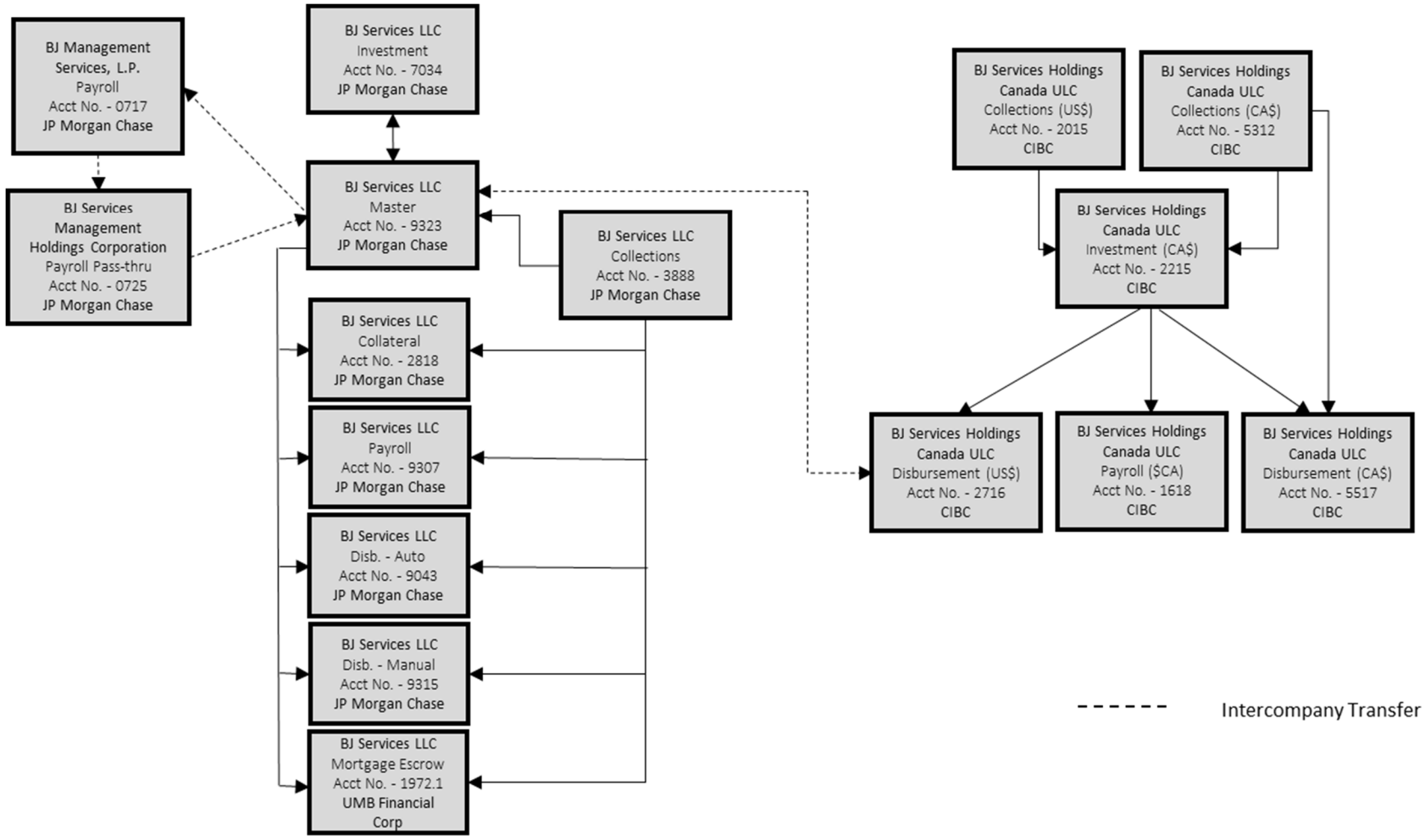

Exhibit B

Bank Accounts

Entity	Bank	Account Type	Location
BJ Services, LLC	JPMorgan Chase Bank	Disbursements (Automated) Account No.: ****9043	United States
BJ Services, LLC	JPMorgan Chase Bank	Collections Account No.: ****3888	United States
BJ Services, LLC	JPMorgan Chase Bank	Payroll Account No.: ****9307	United States
BJ Services, LLC	JPMorgan Chase Bank	Disbursements (Manual) Account No.: ****9315	United States
BJ Services, LLC	JPMorgan Chase Bank	Master Account[1] Account No.: ****9323	United States
BJ Services, LLC	JPMorgan Chase Bank	Investment Account Account No.: ****7034	United States
BJ Services, LLC	JPMorgan Chase Bank	Corporate Card Collateral Account Account No.: ****2818	United States
BJ Services, LLC	UMB Financial Corporation	Escrow Acct for Mortgage Loan Account No.: ****1972.1	United States
BJ Services Management Holdings Corporation	JPMorgan Chase Bank	Payroll Pass-Thru Account No.: ****0725	United States
BJ Management Services, L.P.	JPMorgan Chase Bank	Payroll Account No.: ****0717	United States
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Collections Account No.: ****5312	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Disbursement	Canada

[1] See investment account description for master account funding excesses/needs.

Entity	Bank	Account Type	Location
		Account No.: ****5517	
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Investment Account Account No.: ****2215	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Payroll Account No.: ****1618	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Collections (US) Account No.: ****2015	Canada
BJ Services Holdings Canada, ULC	Canadian Imperial Bank of Commerce	Disbursement (US) Account No.: ****2716	Canada

SCHEDULE "E"

ENTERED
07/29/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 38**

SECOND INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO PAY CERTAIN PREPETITION CLAIMS ON ACCOUNT OF (A) CRITICAL VENDOR CLAIMS, (B) LIEN CLAIMS, AND (C) 503(b)(9) CLAIMS, (II) CONFIRMING ADMINISTRATIVE EXPENSE PRIORITY OF OUTSTANDING ORDERS, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order"), (a) authorizing, but not directing, the Debtors to pay certain prepetition (i) Critical Vendor Claims, (ii) Mineral Contractor Claims, (iii) Shipping Claims, and (iv) 503(b)(9) Claims; (b) confirming the administrative expense priority status of Outstanding Orders and authorizing, but not directing, payment of such obligations in the ordinary course of business; and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

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this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED ON AN INTERIM BASIS THAT:

1. The final hearing (the "Final Hearing") on the Motion shall be held on August 26, 2020 at 3:30 p.m. prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 2:00 p.m., prevailing Central Time, on August 24, 2020. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

2. The Debtors are authorized, but not directed, to honor, pay, or otherwise satisfy prepetition amounts on account of the Specified Trade Claims, in the estimated amounts and categories as described in the Motion as necessary to avoid immediate and irreparable harm, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders). In the event Debtors will exceed the aggregate amounts in any category as detailed in the Motion during the interim period, Debtors shall file a notice with the Court describing the category and overage amount; *provided* that, notwithstanding anything to the contrary in this Interim Order, the Debtors are not authorized to pay any amounts under this

Interim Order to any Specified Trade Claimant that is not expected to provide goods and services to the Debtors on or prior to the Final Hearing.

3. The form of Trade Agreement, substantially in the form attached hereto as **Exhibit A**, is approved in its entirety, and the Debtors are authorized, but not directed, to negotiate, modify, or amend the Trade Agreement in their reasonable business judgment.

4. The Debtors must condition payment of the Specified Trade Claims upon the execution of a Trade Agreement.

5. The Debtors must condition the completion of any Ongoing Project upon the execution of a Customer Agreement.

6. The Debtors must require that, as a condition to receiving any payment under this Interim Order, the payee will maintain or apply, as applicable, terms during the pendency of these chapter 11 cases that are at least as favorable as those terms existing as of the Petition Date or otherwise satisfactory to the Debtors (the "Customary Trade Terms").

7. If any party accepts payment hereunder and does not continue supplying goods or services to the Debtors in accordance with Customary Trade Terms, then: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' discretion, an improper postpetition transfer and, therefore, immediately recoverable by the Debtors in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the

right of any setoffs, claims, provisions for payment of any claims, or otherwise. The Debtors shall provide a copy of this Interim Order to the applicable party prior to such party's acceptance of any payment hereunder.

8. The Debtors shall maintain a schedule/matrix of amounts paid pursuant to this Order including the following information: (a) the name of each Specified Trade Claimant paid on account of the Specified Trade Claims, (b) the amount and date paid to each Specified Trade Claimant, (c) the goods or services provided by such Specified Trade Claimant as characterized in the motion, and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to counsel to the administrative agent under the Debtors' asset-based revolving credit facility, the U.S. Trustee, and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

9. Nothing herein shall impair or prejudice the rights of the U.S. Trustee and any statutory committee appointed in these chapter 11 cases, which are expressly reserved, to object to any payment made pursuant to this order to an insider (as such term is defined in section 101(31) of the Bankruptcy Code), or an affiliate of an insider, of the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors, subject to prior written approval of the administrative agent under the Debtors' asset-based revolving credit facility, the Debtors shall, to the extent reasonably practicable, provide three (3) business days' advance notice to, and opportunity to object by the U.S. Trustee and any statutory committee appointed in these chapter 11 cases; *provided* that if any party objects to the payment, the Debtors shall not make such payment without further order of the Court.

10. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amounts of any claims held by any Specified

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Trade Claimant. The Debtors do not concede that any claims satisfied pursuant to this Interim Order are valid, and the Debtors expressly reserve all rights to contest the extent, validity, or perfection or seek the avoidance of all such liens or the priority of such claims.

11. Any party that accepts payment from the Debtors on account of a Specified Trade Claim shall be deemed to have agreed to the terms and provisions of this Interim Order. Notwithstanding anything to the contrary herein, prior to making any payment pursuant to this Interim Order to a holder of a Specified Trade Claim, the Debtors shall provide such holder with a copy of this Interim Order (unless previously provided to such Specified Trade Claimant).

12. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code.

13. The Debtors are authorized, but not directed, to pay all undisputed amounts related to the Outstanding Orders in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date.

14. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the "Cash Collateral Orders") (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

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15. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

16. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

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17. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Specified Trade Claims.

18. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

19. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

20. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

21. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

22. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Signed: July 29, 2020

Marvin Isgur
United States Bankruptcy Judge

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Exhibit A

Form of Trade Agreement

THIS TRADE AGREEMENT IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN. ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT FOR ANY SUCH CHAPTER 11 PLAN. THE INFORMATION IN THIS TRADE AGREEMENT STATEMENT IS SUBJECT TO CHANGE. THIS TRADE AGREEMENT STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

TRADE AGREEMENT

BJ Services, LLC (the "Company"), on the one hand, and **[VENDOR]** ("Vendor"), on the other hand, hereby enter into the following trade agreement (this "Trade Agreement") dated as of this **[DATE]**.

Recitals

WHEREAS on July 20, 2020 (the "Petition Date"), BJ Services, LLC and its affiliates and related entities (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas (the "Court").

WHEREAS on July [●], 2020, the Court entered its *Interim Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims on Account of (A) Critical Vendors Claims, (B) Lien Claims, and (C) 503(b)(9) Claims, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* (the "Specified Trade Claims Order") [Docket No. [●]] authorizing the Debtors on an interim basis, under certain conditions, to pay the prepetition claims of certain vendors, including Vendor, subject to the terms and conditions set forth therein.[1]

WHEREAS prior to the Petition Date, Vendor delivered goods to the Company, and the Company paid Vendor for such goods, according to Customary Trade Terms (as defined herein).

WHEREAS the Company intends to complete certain ongoing customer projects (the "Ongoing Projects") at open well site(s) (each an "Open Well Site").

WHEREAS the Company and Vendor (each a "Party," and collectively, the "Parties") agree to the following terms as a condition of payment on account of certain prepetition claims Vendor may hold against the Company.

Agreement

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth at length herein.

[1] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Specified Trade Claims Order.

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2. Vendor Payment. Vendor represents and agrees that, after due investigation, the sum of all amounts currently due and owing by the Company to Vendor is $[●] (the "Agreed Vendor Claim"). Following execution of this Trade Agreement, the Company shall, in full and final satisfaction of the Agreed Vendor Claim:

a. Pay Vendor $**[●]** in full satisfaction of its Agreed Vendor Claim (the "Vendor Payment") (without interest, penalties, or other charges), as such invoices become due and payable; or

b. Pay the Vendor Payment (with interest, penalties, or other charges) on the date which is the later of 30 days after the effective date of a chapter 11 plan and when the invoices become payable in ordinary course.

3. Agreement to Supply.

a. Vendor shall supply goods to the Company for the duration of the Debtors' chapter 11 cases based on the following "Customary Trade Terms": the trade terms at least as favorable to the Company as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) in place in the 120 days prior to the Petition Date.

b. Vendor shall continue all shipments of goods in the ordinary course and shall fill orders for goods requested by the Company in the ordinary course of business for the duration of the Debtors' chapter 11 cases pursuant to the Customary Trade Terms.

c. The Customary Trade Terms may not be modified, adjusted, or reduced in a manner adverse to the Company except as agreed-to in writing by the Parties.

4. Other Matters.

a. Vendor agrees that it shall not require a lump-sum payment upon the effective date of a plan in the Company's chapter 11 cases on account of any outstanding administrative claims Vendor may assert arising from the delivery of postpetition goods or services, to the extent that payment of such claims is not yet due. Vendor agrees that such claims will be paid in the ordinary course of business after confirmation of a plan pursuant to the Customary Trade Terms then in effect. The Vendor Payment will be made concurrently with payment of other outstanding administrative clams as provided in a confirmed plan.

b. Vendor will not separately seek payment from the Company on account of any prepetition claim (including, without limitation, any reclamation claim or any claim pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Trade Agreement or a plan confirmed in the Company's chapter 11 case.

c. Vendor will not file or otherwise assert against the Company, its assets, or any other person or entity, including the Company's customers, or any of their respective assets or property (real or personal), any lien, regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any remaining prepetition amounts allegedly owed to Vendor by the Company arising from prepetition agreements or transactions. Furthermore, if

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Vendor has taken steps to file or assert such a lien prior to entering into this Trade Agreement, Vendor will promptly take all necessary actions to remove such liens.

5. Vendor Breach.

a. In the event that Vendor fails to satisfy its undisputed obligations arising under this Trade Agreement (a "Vendor Breach"), upon written notice to Vendor, Vendor shall promptly pay to the Company immediately available funds in an amount equal to, at the election of the Company, the Vendor Payment or any portion of the Vendor Payment which cannot be recovered by the Company from the postpetition receivables then owing to Vendor from the Company.

b. In the event that the Company recovers the Vendor Payment pursuant to Section 5(a) hereof or otherwise, the full Agreed Vendor Claim shall be reinstated as if the Vendor Payment had not been made.

c. Vendor agrees and acknowledges that irreparable damage would occur in the event of a Vendor Breach and remedies at law would not be adequate to compensate the Company. Accordingly, Vendor agrees that the Company shall have the right, in addition to any other rights and remedies existing in its favor, to an injunction or injunctions to prevent breaches of the provisions of this Trade Agreement and to enforce its rights and obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive relief and/or other equitable relief. The right to equitable relief, including specific performance or injunctive relief, shall exist notwithstanding, and shall not be limited by, any other provision of this Trade Agreement. Vendor hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance, or other equitable remedies.

6. Notice.

If to Vendor:

[▪]

and

[▪]

If to Company:

BJ Services, LLC
11211 Farm to Market 2920 Road
Tomball, Texas 77375
Attn: John R. Bakht
Email: generalcounsel@bjservices.com

and

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Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg
Christopher T. Greco, P.C.
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: joshua.sussberg@kirkland.com
cgreco@kirkland.com

and

300 North LaSalle, Chicago, Illinois 60654
Attn.: Samantha G. Lawrence
Joshua M. Altman
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
E-mail: samantha.lawrence@kirland.com
josh.altman@kirland.com

7. Representations and Acknowledgements. The Parties agree, acknowledge and represent that:

a. the Parties have reviewed the terms and provisions of the Specified Trade Claims Order and this Trade Agreement and consent to be bound by such terms and that this Trade Agreement is expressly subject to the procedures approved pursuant to the Specified Trade Claims Order;

b. any payments made on account of the Agreed Vendor Claim shall be subject to the terms and conditions of the Specified Trade Claims Order;

c. if Vendor refuses to supply goods or services to the Company as provided herein or otherwise fails to perform any of its obligations hereunder, the Company may exercise all rights and remedies available under the Specified Trade Claims Order, the Bankruptcy Code, or applicable law; and

d. in the event of disagreement between the Parties regarding whether a breach has occurred, either Party may apply to the Court for a determination of their relative rights, in which event, no action may be taken by either Party, including, but not limited to, the discontinuing of shipment of goods from Vendor to the Company, until a ruling of the Court is obtained.

8. Confidentiality. Vendor agrees to hold in confidence and not disclose to any party: (a) this Trade Agreement; (b) any and all payments made by the Company pursuant to this Trade Agreement; (c) the terms of payment set forth herein; and (d) the Customary Trade Terms (collectively, the "Confidential Information"); *provided*, *that*, if any party seeks to compel Vendor's disclosure of any or all of the Confidential Information, through judicial action or

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otherwise, or Vendor intends to disclose any or all of the Confidential Information, Vendor shall immediately provide the Company with prompt written notice so that the Company may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that if such remedy is not obtained, Vendor shall furnish only such information as Vendor is legally required to provide.

9. Miscellaneous.

a. The Parties hereby represent and warrant that: (i) they have full authority to execute this Trade Agreement on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Trade Agreement; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Trade Agreement.

b. This Trade Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Trade Agreement may not be changed, modified, amended or supplemented, except in a writing signed by both Parties. Moreover, Vendor agrees to vote all claims now or hereafter beneficially owned by Vendor in favor of, and not take any direct or indirect action to oppose or impede confirmation of, any chapter 11 plan on a timely basis in accordance with the applicable procedures set forth in any related disclosure statement and accompanying solicitation materials, and timely return a duly-executed ballot to the Debtors in connection therewith, if such chapter 11 plan provides for a treatment of any Agreed Vendor Claim that is materially consistent with this Agreement.

c. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.

d. This Trade Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

e. The Parties hereby submit to the exclusive jurisdiction of the Court to resolve any dispute with respect to or arising from this Trade Agreement.

f. This Trade Agreement shall be deemed to have been drafted jointly by the Parties, and any uncertainty or omission shall not be construed as an attribution of drafting by any Party.

[Signature Page Follows]

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AGREED AND ACCEPTED AS OF THE DATE SET FORTH ABOVE:

[COMPANY]	**[VENDOR]**
By:	By:
Title:	Title:

SCHEDULE "F"

ENTERED
07/29/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 7**

ORDER (I) AUTHORIZING THE DEBTORS TO CONTINUE THEIR SURETY BOND PROGRAM AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Order"): (a) authorizing the Debtors to maintain, renew, and modify their Surety Bond Program—including, but not limited to, the procurement of new sureties—in the ordinary course of business on a postpetition basis and pay outstanding prepetition amounts, if any, as of the Petition Date; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Subject to the terms of this Order, the Debtors are authorized to continue the Surety Bond Program and pay any prepetition or postpetition obligations related to the Surety Bonds, including any amounts owed on account of Brokerage Fees, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders).

2. The Debtors are further authorized, in the ordinary course of business, to: (a) renew, amend, modify, supplement, and extend their existing Surety Bond Program; (b) obtain new Surety Bonds; (c) maintain existing collateral; (d) post new or additional collateral, or issue letters of credit; and (e) execute other agreements in connection with the Surety Bond Program, subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders). The Debtors are not authorized by this Order to take any action with respect to a Surety Bond or the Surety Indemnity Agreements that would have the effect of transforming a prepetition undersecured or unsecured Surety Bond obligation or obligation under the Surety Indemnity Agreements to a postpetition or secured obligation. Such relief may be sought by a separate motion, which may be heard on an expedited basis. Nothing in

this Order shall be construed to obligate any Surety to renew or increase the amount of any existing surety bond or to issue any new surety bonds to the Debtors.

3. If the Debtors (a) request renewal of any bonds issued by the Surety; or (b) request any new bonds to be issued post-petition, then the Sureties are entitled to adequate protection. The adequate protection provided by the Debtors and approved by the Court includes: (a) cross-collateralization of all pre-petition collateral, if any, provided by the Debtors to the Sureties so that any collateral pledged by the Debtors pre-petition shall apply to any pre-petition bonds, as well as post-petition renewals and new post-petition bonds issued by the Sureties; (b) the pledge of new collateral by the Debtors to the Sureties to secure the extension of post-petition credit in the form of bond renewals or new bonds, with the amount and type of collateral to be determined by the Debtors and the Sureties, subject to the approval of the Court; (c) a modified premium rate structure permitting the Sureties to receive higher premiums than standardized by law in a non-bankruptcy circumstance, with the new rate for any bond renewals or new bonds post-petition to be agreed by the Debtors and the Surety, subject to the approval of the Court; and (d) the right of the Debtors to secure alternative bonding for any pre-petition bonds that are due for renewal post-petition, which will have the effect of relieving the Sureties of further responsibility under the specific bond not renewed post-petition.

4. The Debtors will notify the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these chapter 11 cases if the Debtors renew, amend, supplement, extend, terminate, replace, increase, or decrease surety bond coverage, letters of credit, change surety carriers, obtain additional surety bonds, or obtain additional letters of credit.

5. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the nature of the payment; (c) the amount of the payment; (d) the category or type of payment, as further described and classified in the Motion; (e) the Debtor or Debtors that made the payment; and (f) the payment date; and (g) the purpose of such payment. The Debtors shall provide a copy of such matrix to the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

6. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the "Cash Collateral Orders") (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or

admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

8. The banks and financial institutions on which checks were drawn or electronic payment requests were made in connection with the payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order.

9. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Surety Bond Program.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

11. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

13. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: July 29, 2020

Marvin Isgur
United States Bankruptcy Judge

SCHEDULE "G"

ENTERED
07/29/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 10**

ORDER (I) AUTHORIZING THE PAYMENT OF CERTAIN PREPETITION TAXES AND FEES AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (a) authorizing the Debtors to remit and pay (or use tax credits to offset) Taxes and Fees; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to pay or remit (or use tax credits to offset) the Taxes and Fees in the ordinary course of business, without regard to whether such obligations accrued or arose before or after the Petition Date, in each case, solely to the extent that such Taxes and Fees become payable in accordance with applicable law for the first six months after the Petition Date and subject to the terms of the Cash Collateral Orders (as defined herein), including the Budget (as defined in the Cash Collateral Orders). To the extent the Debtors have overpaid any Taxes and Fees, the Debtors are authorized to seek a refund or credit.

2. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the nature of the payment; (c) the amount of the payment; (d) the category or type of payment; (e) the Debtor or Debtors that made the payment; (f) the payment date; and (g) the purpose of such payment. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee, counsel to the administrative agent under the Debtors' asset-based revolving credit facility, and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

3. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Order shall create any rights in favor of, or enhance the status of any claim held by, any of the Authorities.

4. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the "Cash Collateral Orders") (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

5. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law,

statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

6. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order.

7. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

8. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

9. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

11. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: July 29, 2020

Marvin Isgur
United States Bankruptcy Judge

SCHEDULE "H"

Case 20-33627 Document 203-1 Filed on 07/29/20 in TXSB Page 1 of 41

ENTERED
07/29/2020

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 39, 181**

ORDER (I) ESTABLISHING BIDDING PROCEDURES FOR THE SALE OF THE CEMENTING BUSINESS, (II) SCHEDULING BID DEADLINES AND AN AUCTION, (III) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (IV) APPROVING CONTRACT ASSUMPTION AND ASSIGNMENT PROCEDURES, AND (V) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (the "Debtors"), for entry of an order (this "Order"): (a) authorizing and approving the Bidding Procedures for the Sale of the Cementing Business; (b) establishing certain dates and deadlines including, the Bid Deadline and the date of the Auction, if any, (c) approving the form and manner of the Auction, if any, and Winning Bidder, (d) approving the Assumption and Assignment Procedures for the assumption and assignment of certain executory contracts and unexpired leases and related cure amounts; and (e) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and upon the Court having reviewed the *Declaration of Sanjiv Shah in Support of Debtors' Emergency Motions for (i) Entry of an Order Approving the Cementing Bidding Procedures, and (ii) Entry of an Order Approving the Fracturing and Titan Bidding*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

Procedures [Docket No. 179] (the "Shah Declaration"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate; and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, THE COURT HEREBY FINDS THAT:

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

2. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference to Bankruptcy Judges*, General Order 2012-6 (S.D. Tex. May 24, 2012) (Hinojosa, C.J.). Venue is proper in this district and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. Good and sufficient notice of the Motion, the Bidding Procedures, and the relief sought in the Motion has been given under the circumstances, and no other or further notice is

required except as set forth herein. A reasonable opportunity to object or be heard regarding the relief provided herein has been afforded to parties in interest.

4. The Debtors have articulated good and sufficient reasons for this Court to: (a) authorize and approve the Bidding Procedures for the Sale of the Cementing Business; (b) establish certain dates and deadlines including, the Bid Deadline, and the date of the Auction, if any, (c) approve the form and manner of the Auction, if any, and Sale Hearing, (d) approve the Assumption and Assignment Procedures for the assumption and assignment of certain executory contracts and unexpired leases and related cure amounts; and (e) grant related relief. The Debtors' compelling and sound business justification, which was set forth in the Motion, the First Day Declaration, Shah Declaration, and on the record at the Hearing, are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

5. The Motion, the related hearing to consider entry of the Bidding Procedures Order, and the Auction Notice constitutes good and adequate notice of the Auction, if any, and the proceedings with respect thereto in compliance with, and satisfaction of, the applicable requirements of Bankruptcy Rule 2002.

6. The Bidding Procedures attached as **Exhibit A** to the Order are fair, reasonable, appropriate, and are designed to maximize value from the consummation of the Transaction and are consistent with the Debtors' exercise of their respective fiduciary duties under applicable law.

7. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their estates, creditors, interest holders, and all other parties in interest.

8. Nothing contained herein shall prejudice or impair any Secured Creditor's right to credit bid.

IT IS HEREBY ORDERED THAT:

9. The Motion is granted to the extent set forth herein.

10. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion or by this Order or separate stipulation filed with the Court are overruled; *provided, however*, that any objections to the Transaction (including, without limitation, any objection of the GACP Secured Parties to the sale of their collateral) are preserved for the sale hearing.

I. Important Dates and Deadlines.

Date	Event
Deadline to Receive Stalking Horse Bids	August 5, 2020, at 4:00 p.m. (prevailing Central Time)
Notice of Stalking Horse Bidder (if any)	August 6, 2020, at 4:00 p.m. (prevailing Central Time)
Bid Deadline	August 10, 2020, at 11:59 p.m. (prevailing Central Time)
Notice of Qualified Bidders	August 11, 2020, at 7:00 p.m. (prevailing Central Time)
Auction (if applicable)	August 12, 2020, at a time to be determined
Notice of Winning Bidder	As soon as reasonably practicable after the conclusion of the Auction
Deadline to Object to Sale	August 13, 2020, at 4:00 p.m. (prevailing Central Time)
Sale Hearing	August 14, 2020, at 1:30 p.m. (prevailing Central Time)

11. **Stalking Horse Bid Deadline**. **August 5, 2020 at 4:00 p.m. (prevailing Central Time)** is the deadline for Acceptable Bidders that wish to be selected as the Stalking Horse Bidder to meet the Bid Requirements and submit a final version of the Form APA to Simmons and counsel to the Debtors. The Debtors may engage in further negotiation with each Acceptable Bidder regarding the Bid Documentation following the Stalking Horse Bid Deadline. The Bid Documentation should be submitted both as an executed PDF and in Word version, along with a marked version of all Bid Documentation against the form provided by the Debtors.

12. **Notice of Stalking Horse Bidder (if any).** If the Debtors execute a Stalking Horse Agreement, **no later than August 6, 2020 at 4:00 p.m.** is the deadline for the Debtors to file a notice with the Court announcing the Stalking Horse Bidder and execution of the Stalking Horse Agreement.

13. **Bid Deadline**. **August 10, 2020, at 11:59 p.m. (prevailing Central Time)**, is the deadline by which Bids (as well as the Deposit and all other documentation required under the Bidding Procedures for Qualified Bidders) must be submitted in accordance with the terms of the Bidding Procedures.

14. **Notice of Qualified Bidder Deadline**. If any Bid is determined by the Debtors not to be a Qualified Bid, the Acceptable Bidder shall be notified by the Debtors, and shall have until **the Auction**, to modify its Bid to increase the Purchase Price or otherwise improve the terms of the Bid for the Debtors; *provided* that any Qualified Bid may be improved at the Auction as set forth herein. If no Qualified Bid is received from an Acceptable Bidder pursuant to this paragraph, the Debtors will refund such Acceptable Bidder's Deposit on the date that is three business days after the Bid Deadline.

15. **Auction**. **August 12, 2020** is the date of the Auction, if any, which will be held by remote video, as will be indicated in the Auction Notice or such later date and time or location as selected by the Debtors after consultation with the Consultation Parties; *provided* that the Auction shall not be continued more than three days without the consent of the Consultation Parties. As soon as reasonably practicable after the conclusion of the Auction, the Debtors will provide notice of the Winning Bidder.

16. **Sale Hearing**. **August 14, 2020, at 1:30 p.m.**, **(prevailing Central Time)**, is the date and time for the hearing to consider the approval of the Transaction contemplated by the Winning Bid.

17. **Transaction Objections**. Objections to the Transaction, if any, must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court and so as to be ***actually received*** **by no later than August 13, 2020 at 4:00 p.m.** (prevailing Central Time).

II. Auction, Bidding Procedures, and Related Relief.

18. The Bidding Procedures, attached to the Order as **Exhibit A**, are incorporated herein and are hereby approved in their entirety, and the Bidding Procedures shall govern the submission, receipt, and analysis of all Bids relating to any Transaction. Any party desiring to submit a Bid shall comply with the Bidding Procedures and this Order. The Debtors are authorized to take any and all actions necessary to implement the Bidding Procedures.

19. At the Auction, each Qualified Bidder will be entitled, but will not be obligated, to submit Overbids and will be entitled in any such Overbids to credit bid all or a portion of the value

of the secured portion of its claims within the meaning of section 363(k) of the Bankruptcy Code, subject to the limits on credit bidding set forth in the Bidding Procedures.

20. At the Auction, the Debtors may: (a) select, in their business judgment, pursuant to the Bidding Procedures, the highest or otherwise best Bid and the Winning Bidder or Backup Bidder; and (b) reject any Bid (regardless of whether such Bid is a Qualified Bid) that, in the Debtors' business judgment, is (i) inadequate, insufficient, or not the highest or best Bid, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, or the Bidding Procedures, or (iii) contrary to, or otherwise not in the best interests of, the Debtors' estates, affected stakeholders, or other parties in interest.

21. The Debtors shall be authorized, but not obligated, in an exercise of their business judgment, to select no more than one Stalking Horse Bidder and may agree to provide such Stalking Horse Bidder certain bid protections, including the expense reimbursement, work fee, and/or a break-up fee (the "Bid Protections"); *provided* that Bid Protections for the Stalking Horse Bidder that may be selected shall not exceed three percent of any cash amount of any proposed purchase price; *provided*, *further*, that no insider will receive Bid Protections. Prior to giving Bid Protections to the Stalking Horse Bidder, the Debtors shall consult with the Office of the United States Trustee for the Southern District of Texas, as well as counsel for an official committee of unsecured creditors should one be appointed in these chapter 11 cases, one (1) day prior to providing Bid Protections pursuant to this Order.

22. No person or entity, other than the Stalking Horse Bidder (if any), shall be entitled to any expense reimbursement, breakup fees, "topping," termination, or other similar fee or payment, and by submitting a Bid, such person or entity is deemed to have waived their right to

request or to file with this Court any request for expense reimbursement or any fee of any nature, whether by virtue of Bankruptcy Code section 503(b) or otherwise.

III. Assumption and Assignment Procedures.

23. On a date no later than seven[3] (7) days prior to the Sale Hearing, the Debtors shall file with the Court the Assumption and Assignment Notice attached hereto as **Exhibit C**, which shall set forth, among other things: (i) the Contract or Contracts to be assumed (or that the Debtors believe may be assumed based on then available Bids); (ii) the names and addresses of the counterparties to such Contracts; (iii) the Assignee, if applicable; (iv) the Assumption Date; (v) the proposed Cure Costs, if any for each such Contract; (vi) a description of any material amendments to the Contract made outside of the ordinary course of business; and (vii) the deadlines and procedures for filing objections to the Assumption and Assignment Notice. For the avoidance of doubt, the Debtors shall serve an Assumption and Assignment Notice on any applicable party as soon as reasonably possible upon learning that the underlying contract may be assumed.

24. The Debtors will cause the Assumption and Assignment Notice to be served (i) by email (or if no email is known, by overnight mail) upon the Contract counterparties affected by the Assumption and Assignment Notice at the address set forth in the notice provision of the applicable Contract (and their counsel, if known). To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will, at the request of the applicable lease counterparty, use commercially reasonable efforts to provide evidence thereof to such applicable lease counterparty (and their counsel, if known) thereby demonstrating that the assignee

[3] The Debtors shall work with each Potential Bidder to determine what Contracts such bidders are likely to assume in advance of the Bid Deadline. The Debtors will serve the Assumption and Assignment Notice (and adequate assurance information) on all potential counterparties as soon as reasonably practicable to the extent not known prior to the Bid Deadline.

of the lease has the ability to comply with the requirements of adequate assurance of future performance.

25. Parties seeking to object must file an Assumption Objection so that such Assumption Objection is filed with the Court and **actually received two (2) days prior to the Sale Hearing**; provided that any party that is served with an Assumption and Assignment Notice less than seven days prior to the Sale Hearing may object up to and including at the Sale Hearing. If no objection to the assumption of any Contract is timely filed, each Contract shall be assumed as of the Assumption Date set forth in the applicable Assumption and Assignment Procedures or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree, and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes; *provided*, *however*, that the Assumption Date for a lease of nonresidential real property shall not occur earlier than the date the Debtors filed and served the applicable Assumption and Assignment Notice.

26. If the Assumed Contract Counterparty does not file and serve an Assumption Objection or supplemental Assumption Objection in a manner that is consistent with the requirements set forth herein, and absent a subsequent order of the Court in connection with such objection establishing an alternative Cure Cost, (a) the Cure Costs, if any, set forth in the Notice of Assumption and Assignment shall be controlling, notwithstanding anything to the contrary in any Assumed Contract or any other document, and (b) the Assumed Contract Counterparty will be deemed to have consented to the assumption and assignment of the Assumed Contract and the Cure Costs, if any, and will be forever barred from asserting any other claims related to such Assumed Contract against the Debtors or the Winning Bidder, or the property of any of them.

27. The inclusion of an Assumed Contract on the Notice of Assumption and Assignment will not: (a) obligate the Debtors to assume any Assumed Contract listed thereon or the Winning Bidder to take assignment of such Assumed Contract; or (b) constitute any admission or agreement of the Debtors that such Assumed Contract is an executory contract. Only those Assumed Contracts that are included on a schedule of assumed and acquired Contracts attached to a final asset purchase agreement with a Winning Bidder (including amendments or modifications to such schedules in accordance with such asset purchase agreement) will be assumed and assigned to the applicable Winning Bidder. No Assumed Contract shall be assumed absent closing on the assignment thereof to the applicable Winning Bidder.

28. With regard to Contracts to be assigned, pursuant to section 363(b) of the Bankruptcy Code, the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guarantees of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims, and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) (but only in connection with the assignment by the Debtor to the Assignee)), and (b) constitutes a legal, valid, and effective transfer of such Contract(s) and vests the applicable Assignee with all rights, titles, and interests to the applicable Contract(s). For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting future

assignment, shall be binding on the applicable Assignee after consummation of the assignment of such Contract by the Debtors to the Assignee.

IV. Miscellaneous.

29. The failure to include or reference a particular provision of the Bidding Procedures specifically in this Order shall not diminish or impair the effectiveness or enforceability of such a provision.

30. In the event of any inconsistencies between this Order and the Motion and/or the Bidding Procedures, this Order shall govern in all respects.

31. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the "Cash Collateral Orders") (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents and GACP Term Loan Agreement (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents or GACP Term Loan Agreement and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

32. Notwithstanding anything herein to the contrary, the entry of this Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the GACP Secured Parties' rights to pursue any and all rights and remedies under the Bankruptcy Code, the GACP Term Loan Agreement, or any other applicable agreement or law, or seek any other or supplemental

relief in respect of the Debtors, including the right to object to the Debtors' proposed sale of the Assets and the right to seek relief from stay with respect to the GACP Collateral, or the Debtors' or any other party in interest's rights to oppose such relief, or (b) any of the rights and remedies of the Debtors, the GACP Secured Parties, or any other party in interest under the GACP Term Loan Agreement, or other applicable agreement, the Bankruptcy Code, or applicable nonbankruptcy law. Nothing contained in this Order or the Bidding Procedures shall constitute or be construed as the GACP Secured Parties' consent to the sale of the GACP Collateral free and clear of any liens or claims of the GACP Secured Parties, or consent to the use of any proceeds of the GACP Collateral, or other cash collateral in which the GACP Secured parties have an interest by the Debtors or their estates for any purpose or to any extent. Capitalized terms used in this paragraph and not otherwise defined shall have the meanings ascribed to such terms in the Cash Collateral Orders.

33. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

34. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

35. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

36. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: July 29, 2020

Marvin Isgur
United States Bankruptcy Judge

EXHIBIT A

Bidding Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	(Emergency Hearing Requested)

BIDDING PROCEDURES FOR THE SALE OF THE DEBTORS' CEMENTING BUSINESS

On July 20, 2020, BJ Services, LLC and certain of its subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Court"). On July 21, 2020, the Debtors filed the *Debtors' Emergency Motion for Entry of an Order (I) Establishing Bidding Procedures for the Sale of the Cementing Business, (II) Scheduling Bid Deadlines and an Auction, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Contract Assumption and Assignment Procedures, and (V) Granting Related Relief* [Docket No. 39] (the "Bidding Procedures Motion"), seeking approval of, among other things, the procedures to determine the highest or otherwise best offer for the sale of the Debtors' cementing services business (the "Cementing Business"), through a section 363 sale process (any such transactions, a "Transaction").[2]

On July [●], 2020, the Bankruptcy Court entered an *Order (I) Establishing Bidding Procedures for the Sale of the Cementing Business, (II) Scheduling Bid Deadlines and an Auction, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Contract Assumption and Assignment Procedures, and (V) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Order," and the procedures contemplated herein, the "Bidding Procedures"). Pursuant to the Bidding Procedures, the Debtors are authorized to select the Stalking Horse Bidder (as defined below) and after announcing the Stalking Horse Bidder, if any, solicit further Bids (as defined below) culminating in an auction intended to obtain a higher or otherwise better Bid for the Transaction (the "Auction").

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1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

2 The Transaction may be structured as an asset sale, equity sale, plan of reorganization, or otherwise, as determined by the Debtors in consultation with the Winning Bidder (as defined below).

Key Dates

The key dates for the Sale are as follows. Such dates may be extended or otherwise modified by the Debtors.

Date	Event
Deadline to Receive Stalking Horse Bids	August 5, 2020, at 4:00 p.m. (prevailing Central Time)
Notice of Stalking Horse Bidder (if any)	August 6, 2020, at 4:00 p.m. (prevailing Central Time)
Bid Deadline	August 10, 2020, at 11:59 p.m. (prevailing Central Time)
Notice of Qualified Bidders	August 11, 2020, at 7:00 p.m. (prevailing Central Time)
Auction (if applicable)	August 12, 2020, at a time to be determined
Notice of Winning Bidder	As soon as reasonably practicable after the conclusion of the Auction
Deadline to Object to the Sale	August 13, 2020, at 4:00 p.m. (prevailing Central Time)
Sale Hearing	August 14, 2020, at 1:30 p.m. (prevailing Central Time)

Marketing Process

I. Contact Parties.

The Debtors, in consultation with their investment banker, Simmons Energy, a division of Piper Sandler & Co. ("Simmons"), developed a list of parties whom they believe may be interested in, and whom the Debtors reasonably believe would have the financial resources to consummate, a Transaction (collectively, the "Contact Parties"). Simmons has already started to reach out to the Contact Parties to explore their interest in pursuing a Transaction and will continue to reach out to other Contact Parties to gauge their interest. The Contact Parties may include parties whom the Debtors or their advisors previously contacted regarding a Transaction, regardless of whether such parties expressed interest in pursuing a Transaction at the time. The Debtors and Simmons will continue to update and supplement the list of Contact Parties throughout the marketing process, as appropriate.

The Debtors may distribute (to the extent not already distributed) to each Contact Party and any other interested party or potential bidder an "Information Package" consisting of: (i) a copy of the Bidding Procedures, the Bidding Procedures Order, and the Bidding Procedures Motion; (ii) a form confidentiality agreement (a "Confidentiality Agreement"); and (iii) such other materials as appropriate under the circumstances.

II. Participation Requirements.

To receive due diligence information, including full access to the Debtors' electronic data room and to additional non-public information regarding the Debtors, a party interested in consummating the Transaction (each, a "Potential Bidder") must deliver to Simmons, the following documents (the "Preliminary Bid Documents"):

(a) an executed Confidentiality Agreement on terms reasonably acceptable to the Debtors, to the extent not already executed; and

(b) proof or other documentation acceptable to the Debtors, after consultation with the Consultation Parties (as defined below), of the Potential Bidder's financial capacity (i) to close a proposed Transaction, which may include financial statements of, or verified financial commitments obtained by, the Potential Bidder (or, if the Potential Bidder is an entity formed for the purpose of consummating the Transaction, the party that will bear liability for a breach), the adequacy of which will be assessed by the Debtors (with the assistance of their advisors), and (ii) to provide adequate assurance of future performance under any executory contracts and unexpired leases to be assumed by the Debtors and assigned to such Potential Bidder, pursuant to section 365 of the Bankruptcy Code, in connection with the Transaction.

Except as otherwise determined in the Debtors' business judgment, only those Potential Bidders that have submitted acceptable Preliminary Bid Documents (each, an "Acceptable Bidder") may submit bids. Promptly after a Potential Bidder delivers Preliminary Bid Documents, the Debtors will determine and notify the Potential Bidder whether such Potential Bidder has submitted acceptable Preliminary Bid Documents so that the Potential Bidder may proceed to conduct due diligence and ultimately submit a Bid (as defined below) to be the Stalking Horse Bidder (each as defined below) and participate in the Auction, as applicable, and will provide copies of any such notices to the Notice Parties.

Beginning on or as soon as is reasonably practicable after the Debtors determine that a Potential Bidder is an Acceptable Bidder, the Debtors will provide such Acceptable Bidder with access to an electronic data room and reasonable due diligence information, as requested by such Acceptable Bidder, as soon as reasonably practicable after such request, and the Debtors shall post substantially all written due diligence provided to any Acceptable Bidder to the Debtors' electronic data room.

The Debtors and their advisors will coordinate all reasonable requests from Acceptable Bidders for additional information and due diligence access; *provided* that the Debtors may decline

to provide such information to Acceptable Bidders who, at such time and in the Debtors' business judgment, after consultation with the Consultation Parties, have not established, or who have raised doubt, that such Acceptable Bidder intends in good faith to, or has the capacity to, consummate the Transaction.

Each Acceptable Bidder shall comply with all reasonable requests for additional information and due diligence access by the Debtors, the official committee of unsecured creditors (the "Committee"), if any, or their respective advisors regarding such Acceptable Bidder and its contemplated Transaction.

Stalking Horse Bidding Process

Under the Stalking Horse Bidding Process, Acceptable Bidders will prepare and submit definitive documentation, and the Debtors and certain selected Acceptable Bidders will continue to negotiate the terms of such definitive documentation. At the conclusion of this process, the Debtors may, in an exercise of their business judgment, select the Acceptable Bidder with the highest or otherwise best Bid to serve as the stalking horse bidder (the "Stalking Horse Bidder") in connection with the Auction.

A. Stalking Horse Bid Deadline.

Acceptable Bidders that wish to be selected as the Stalking Horse Bidder must meet the Bid Requirements (defined below) and submit a substantially final version of the Form APA (collectively, the "Stalking Horse Bid Documentation") to Simmons so that it is **actually received** no later than **4:00 p.m. (prevailing Central Time) on August 5, 2020** (the "Stalking Horse Bid Deadline"). The Debtors may engage in further negotiation with each of the Acceptable Bidders regarding the Bid Documentation following the Stalking Horse Bid Deadline. The Bid Documentation should be submitted both as an executed PDF and in Word version, along with a marked version of all Bid Documentation against the form provided by the Debtors.

As soon as reasonably practicable after the Stalking Horse Bid Deadline, the Debtors will evaluate the Stalking Horse Bid Documentation submitted by each Acceptable Bidder and may engage in additional negotiations to finalize such Stalking Horse Bid Documentation with one or more Acceptable Bidders in their sole discretion. The Debtors attach considerable importance to the terms and conditions set forth in the draft Transaction Documents (as defined below) and the nature and extent of any revisions thereto will be an important consideration in the evaluation of Bids (as defined below).

B. Selection of Stalking Horse Bidder and Bid Protections.

Upon entry of the Bidding Procedures Order, the Debtors shall be authorized, but not obligated, in an exercise of their business judgment, after consultation with the Consultation Parties, to (a) select no more than one Acceptable Bidder to act as the Stalking Horse Bidder (defined below) in connection with the Auction and (b) in connection with the Stalking Horse Agreement (as defined below) with the Stalking Horse Bidder (i) provide a breakup fee

(the "Breakup Fee"), (ii) agree to reimburse reasonable and documented out-of-pocket fees and expenses (the "Expense Reimbursement"), and/or (iii) agree to pay a "work fee" or other similar cash fee (the "Work Fee," and together with the Breakup Fee and the Expense Reimbursement, the "Bid Protections"); *provided* that the aggregate amount of Bid Protections that may be paid to the Stalking Horse Bidder on account of foregoing subclauses (i)–(iii) shall not exceed three percent of the proposed Purchase Price (as defined below).[3]

C. Stalking Horse Notice.

If the Debtors execute a Stalking Horse purchase agreement with a Stalking Horse Bidder (the "Stalking Horse Agreement"), the Debtors will file a notice with the Court announcing such Stalking Horse Bidder (the "Stalking Horse Notice") no later than **4:00 p.m. (prevailing Central Time) on August 6, 2020**.

Process for Additional Qualified Bids and Auction

Following the selection of the Stalking Horse Bidder, if any, the Debtors will solicit further Bids intended to obtain a higher or otherwise best Bid for the Transaction.

A. Bid Deadline.

An Acceptable Bidder that desires to make a proposal, solicitation, or offer (each, a "Bid") shall transmit such proposal, solicitation, or offer via email (in .pdf or similar format) so as to be **actually received** on or before **August 10, 2020, at 11:59 p.m. (prevailing Central Time)** (the "Bid Deadline") to:

(i) Simmons Energy, a division of Piper Sandler & Co., 609 Main Street, Suite 3800 Houston, Texas 77002, Attn. Sanjiv Shah (sanjiv.shah@simmonspsc.com), Tim McEuen (tim.mceuen@simmonspsc.com), Steve Erzinger (steve.erzinger@simmonspsc.com), and Kirby Stockard (kirby.stockard@simmonspsc.com);

(ii) Kirkland & Ellis LLP, 601 Lexington Ave New York, New York 10022, Attn: Joshua A. Sussberg (jsussberg@kirkland.com) and Christopher T. Greco (cgreco@kirkland.com), and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Samantha Lawrence (samantha.lawrence@kirkland.com) and Josh M. Altman (josh.altman@kirkland.com); and

[3] Prior to giving Bid Protections to the Stalking Horse Bidder, the Debtors shall consult with the Office of the United States Trustee for the Southern District of Texas, as well as counsel for an official committee of unsecured creditors should one be appointed in these chapter 11 cases, one (1) day prior to providing Bid Protections pursuant to this Order.

(iii) Gray Reed & McGraw LLP, 1300 Post Oak Boulevard, Suite 2000, Houston, Texas 77056, Attn: Jason S. Brookner (jbrookner@grayreed.com), Paul D. Moak (pmoak@grayreed.com), and Amber M. Carson (acarson@grayreed.com).

B. Bid Requirements.

Each Bid by an Acceptable Bidder must be submitted in writing and satisfy the following requirements (collectively, the "Bid Requirements"):

(i) **Purpose**. Each Acceptable Bidder must state that the Bid is an offer by the Acceptable Bidder to purchase certain of the cementing Business and state which assets with specificity.

(ii) **Purchase Price**. Each Bid must clearly set forth the terms of any proposed Transaction, including and identifying separately any cash and non-cash components of the proposed Transaction consideration, including, for example, certain liabilities to be assumed by the Acceptable Bidder (the "Purchase Price").

(iii) **Deposit**. Each Bid must be accompanied by a cash deposit in the amount equal to 5% of the aggregate value of the proposed Purchase Price of the Bid to be held in a separate account for the benefit of the Debtors (the "Deposit"); *provided, however*, that Secured Creditors shall not be required to fund a deposit with respect to any credit bid.

(iv) **Marked Agreement**. Each Bid must include a marked version of (i) the Form APA, which is attached to the Bidding Procedures Order as Exhibit D, in each case, together with the exhibits and schedules related thereto and any related Transaction Documents or other material documents integral to such Bid, pursuant to which the Acceptable Bidder proposes to effectuate the Transaction (collectively, the "Transaction Documents"). Any modifications to the Transaction contemplated by the Form APA must be submitted both as an executed PDF and in Word version, along with a marked version of all Transaction Documents against the form provided by the Debtors.

(v) **Committed Financing**. To the extent that a Bid is not accompanied by evidence of the Acceptable Bidder's capacity to consummate the Transaction set forth in its Bid with cash on hand, each Bid must include committed financing documented to the Debtors' satisfaction after consultation with the Consultation Parties that demonstrates that the Acceptable Bidder has received sufficient debt and/or equity funding commitments to satisfy the Acceptable Bidder's Purchase Price and other obligations under its Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals.

(vi) **Contingencies; No Financing or Diligence Outs**. A Bid shall not be conditioned on the obtaining or the sufficiency of financing or any internal approval, or on the outcome or review of due diligence.

(vii) **Binding and Irrevocable**. An Acceptable Bidder's Bid must be irrevocable unless and until the Debtors accept a higher Bid and such Acceptable Bidder is not selected as the Backup Bidder (as defined below).

(viii) **Identity**. Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Acceptable Bidder if such Acceptable Bidder is an entity formed for the purpose of consummating the proposed Transaction contemplated by such Bid), and the complete terms of any such participation. Each Bid should also include contact information for the specific person(s), counsel, and other advisor whom Simmons and Kirkland & Ellis LLP should contact regarding such Bid.

(ix) **Adequate Assurance Information**. Each Bid must be accompanied by sufficient and adequate financial and other information to demonstrate, to the satisfaction of the Debtors, that such Acceptable Bidder (a) has the financial wherewithal and ability to consummate the Transaction designated in the applicable purchase agreement, and (b) can provide adequate assurance of future performance in connection the Transaction.

(x) **Authorization**. Each Bid must contain evidence acceptable to the Debtors that the Acceptable Bidder has obtained authorization or approval from its board of directors (or a comparable governing body) with respect to the submission of its Bid, execution, and delivery of the Transaction Documents, and the consummation of the Transaction contemplated in such Bid.

(xi) **No Fees**. Each Acceptable Bidder presenting a Bid or Bids will bear its own costs and expenses (including legal fees) in connection with the proposed Transaction, and by submitting its Bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, including under section 503(b) of the Bankruptcy Code; provided that the Debtors are authorized in their discretion to provide the Bid Protections to the Stalking Horse Bidder in accordance with these Bidding Procedures.

(xii) **Time Frame for Closing**. A Bid by an Acceptable Bidder must be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Winning Bid (as defined below), within a time frame acceptable to the Debtors.

(xiii) **Adherence to Bidding Procedures**. By submitting its Bid, each Acceptable Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and

agrees not to submit a Bid or seek to reopen the Auction after conclusion of the Auction.

C. Minimum Value.

If the Debtors have filed the Stalking Horse Notice, in addition to the Bid Requirements set forth above, the Bid must provide for a Purchase Price equal to: (a) the Purchase Price set forth in the Stalking Horse Bid, plus (b) the Overbid Increment (as defined below), plus (c) the Breakup Fee, if any (provided that such Breakup Fee must be paid in cash), plus (d) any other amounts payable under the Stalking Horse Bid to the Stalking Horse Bidder (the "Minimum Value"); *provided, further*, that in the event of a credit bid by a Secured Creditor with respect to such Secured Creditors' collateral, the Purchase Price for the assets subject to such credit bid may be by credit against its secured claims.

D. Designation of Qualified Bidders.

A Bid will be considered a "Qualified Bid," and each Acceptable Bidder that submits a Qualified Bid will be considered a "Qualified Bidder," if the Debtors, after consultation with the Consultation Parties, determine that such Bid:

(i) satisfies the Bid Requirements set forth above;

(ii) provides a Purchase Price that exceeds the Minimum Value; and

(iii) is reasonably likely (based on availability of financing, antitrust, or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Winning Bid (as defined below), within a time frame acceptable to the Debtors and the Committee.

Within one business day after the Bid Deadline, the Debtors will notify each Qualified Bidder whether such party is a Qualified Bidder and shall provide the Notice Parties a copy of each Qualified Bid.

If any Bid is determined by the Debtors not to be a Qualified Bid, the Acceptable Bidder shall be notified by the Debtors, and shall have until **the Auction**, to modify its Bid to increase the Purchase Price or otherwise improve the terms of the Bid for the Debtors; *provided* that any Qualified Bid may be improved at the Auction as set forth herein. If no Qualified Bid is received from an Acceptable Bidder pursuant to this paragraph, the Debtors will refund such Acceptable Bidder's Deposit on the date that is three business days after the Bid Deadline.

Between the date the Debtors notify an Acceptable Bidder that it is a Qualified Bidder and the Auction, the Debtors may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the prior written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase their Purchase Price, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bidding Procedures; and *in addition*, any

Qualified Bid may be improved at the Auction as set forth herein. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Bidding Procedures.

Notwithstanding anything herein to the contrary, the Debtors reserve the right to work with (a) Potential Bidders and Acceptable Bidders to aggregate two or more Bids into a single consolidated Bid or (b) Qualified Bidders to aggregate two or more Qualified Bids into a single Qualified Bid prior to the conclusion of the Auction. The Debtors reserve the right to cooperate with any Acceptable Bidder to cure any deficiencies in a Bid that is not initially deemed to be a Qualified Bid. The Debtors may accept a single Qualified Bid or multiple Bids that, if taken together in the aggregate, would otherwise meet the standards for a single Qualified Bid (in which event those multiple bidders shall be treated as a single Qualified Bidder for purposes of the Auction).

E. Right to Credit Bid.

Any Qualified Bidder who has a valid and perfected lien on any assets of the Debtors' estates (a "Secured Creditor") shall have the right to credit bid all or a portion of the value of such Secured Creditor's claims within the meaning of section 363(k) of the Bankruptcy Code; provided that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured; and provided, further, that no Secured Creditor shall be required to submit a cash bid for any of the Assets that do not constitute collateral by which such Secured Creditor is secured, nor pay or credit bid for any fees to Simmons, as a condition to such Secured Creditor exercising its right to credit bid for its collateral.

Furthermore, notwithstanding anything to the contrary set forth in these Bidding Procedures, the Prepetition Equipment Term Loan Agent shall: (i) have the right to credit bid all or a portion of its prepetition secured claims up to a maximum amount of $190,000,000, without prejudice to the actual allowable amount of such claims; and (ii) be deemed to be a Qualified Bidder and shall not be required to provide any cash deposit, asset purchase agreement, due diligence materials, or any other materials as a condition to its participation at the Auction, and may participate in the Auction with respect to the Assets.

F. No Qualified Bids.

If the Debtors have received no Qualified Bids other than a Stalking Horse Bid as of the Bid Deadline, then the Auction will not occur and such Qualified Bid, if any, will be deemed the Winning Bid (as defined below). The Debtors reserve all rights to extend the Bid Deadline to such later date that the Debtors believe is necessary, in their sole discretion, to obtain additional Qualified Bids.

G. The Auction.

If the Debtors receive one or more Qualified Bids in addition to the Stalking Horse Bid, the Debtors will conduct the Auction to determine the Winning Bidder with respect to the Transaction.

Prior to the Auction, the Debtors and their advisors will notify all Qualified Bidders of the highest or otherwise best Qualified Bid, as determined in the Debtors' business judgment (the "Baseline Bid"), and provide copies of the documents supporting the Baseline Bid to all Qualified Bidders, the Committee, if any, and the Notice Parties. The determination of which Qualified Bid constitutes the Baseline Bid and which Qualified Bid constitutes the Winning Bid shall take into account any factors the Debtors, after consultation with the Consultation Parties, reasonably deem relevant to the value of the Qualified Bid to the Debtors' estates, including, among other things: (a) the number, type, and nature of any changes to the Form APA requested by the Qualified Bidder; (b) the amount and nature of the total consideration; (c) the likelihood of the Qualified Bidder's ability to close the Transaction and the timing thereof; (d) the net economic effect of any changes to the value to be received by the Debtors' estates from the Transaction contemplated by the Baseline Bid; (e) the tax consequences of such Qualified Bid; and (f) impact to vendors, landlords, and employees (collectively, the "Bid Assessment Criteria"). Notwithstanding the foregoing, nothing contained in these Bidding Procedures (including, without limitation, the Bid Assessment Criteria) shall be used to modify or negate a Secured Creditor's right to credit bid, or to condition such right on the sale of assets that do not constitute such Secured Creditor's collateral.

The Auction shall take place at **a time to be determined on August 12, 2020**, by remote video, as will be indicated in the Auction Notice or such later date and time or location as selected by the Debtors after consultation with the Consultation Parties; *provided*, *however*, that the Auction shall not be continued more than three days without the consent of the Consultation Parties. The Auction shall be conducted in a timely fashion according to the following procedures:

(i) The Debtors and their professionals shall direct and preside over the Auction. At the start of the Auction, the Debtors shall describe the terms of the Baseline Bid. All incremental Bids made thereafter shall be Overbids (as defined below) and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders. The Debtors shall maintain a written transcript of all Bids made and announced at the Auction, including the Baseline Bid, all Overbids, and the Winning Bid, which shall be available to all Qualified Bidders.

(ii) Only Qualified Bidders (including the Stalking Horse Bidder), the Debtors, the Consultation Parties, and each of their respective legal and financial advisors, and any other parties specifically invited or permitted to attend by the Debtors, shall be entitled to attend the Auction, and the Qualified Bidders shall appear at the Auction in person and may speak or bid themselves or through duly authorized representatives. Except as otherwise permitted by the Debtors, only Qualified Bidders shall be entitled to bid at the Auction.

(iii) **Terms of Overbids**. "Overbid" means any Bid made at the Auction by a Qualified Bidder subsequent to the Debtors' announcement of the Baseline Bid. Each Overbid must comply with the following conditions:

(a) Minimum Overbid Increment. Any Overbid following a Baseline Bid or following any subsequent Prevailing Highest Bid (as defined below) shall be in increments of value equal to $250,000, unless otherwise determined by the Debtors in an exercise of their business judgment (the "Overbid Increment").

(b) Conclusion of Each Overbid Round. Upon the solicitation of each round of Overbids, the Debtors may announce a deadline (as the Debtors may, in their business judgment, extend from time to time, the "Overbid Round Deadline") by which time any Overbids must be submitted to the Debtors.

(c) Overbid Alterations. An Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable in the aggregate to the Debtors' estates than any prior Qualified Bid or Overbid, as determined in the Debtors' business judgment after consultation with the Consultation Parties, but shall otherwise comply with the terms of these Bidding Procedures.

(d) Announcing Highest Bid. Subsequent to each Overbid Round Deadline, the Debtors shall announce whether the Debtors have identified an Overbid as being higher or otherwise better than the Baseline Bid, in the initial Overbid Round, or, in subsequent rounds, the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the "Prevailing Highest Bid"). The Debtors shall describe to all Qualified Bidders the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid, as well as the value attributable by the Debtors to such Prevailing Highest Bid based on, among other things, the Bid Assessment Criteria.

(iv) **Consideration of Overbids**. The Debtors reserve the right, in their business judgment, after consultation with the Consultation Parties, to adjourn the Auction one or more times, to, among other things (i) facilitate discussions between the Debtors and Potential Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their business judgment, may require, that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed Transaction at the prevailing Overbid amount.

(v) **Closing the Auction**. The Auction shall continue until there is only one Qualified Bid that the Debtors determine, in their business judgment, after consultation with the Consultation Parties, to be the highest or otherwise best Qualified Bid. Such Qualified Bid shall be declared the winning bid (the "Winning Bid") and such Qualified Bidder, the winning bidder (the "Winning Bidder"), at which point the Auction will be closed. The Auction shall not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an Overbid at the

Auction to the then Prevailing Highest Bid. Such acceptance by the Debtors of the Winning Bid is conditioned upon approval by the Court of the Winning Bid. For the avoidance of doubt, nothing in these Bidding Procedures shall prevent the Debtors from exercising their respective fiduciary duties under applicable law. As soon as reasonably practicable after closing the Auction, the Debtors shall finalize definitive documentation to implement the terms of the Winning Bid, and, as applicable, cause such definitive documentation to be filed with the Court.

(vi) **No Collusion; Good-Faith *Bona Fide* Offer**. Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (i) it has not engaged in any collusion with respect to the bidding and (ii) its Qualified Bid is a good-faith *bona fide* offer and it intends to consummate the proposed Transaction if selected as the Winning Bidder.

H. Backup Bidder.

(i) Notwithstanding anything in these Bidding Procedures to the contrary, if an Auction is conducted, the Qualified Bidder with the next-highest or otherwise second-best Qualified Bid at the Auction, as determined by the Debtors in the exercise of their business judgment, after consultation with the Consultation Parties, shall be required to serve as a backup bidder (the "Backup Bidder") until such time that the Transaction is consummated upon entry of an order approving the Sale under section 363 of the Bankruptcy Code, and each Qualified Bidder shall agree and be deemed to agree to be the Backup Bidder if so designated by the Debtors.

(ii) The identity of the Backup Bidder and the amount and material terms of the Qualified Bid of the Backup Bidder shall be announced by the Debtors, at the conclusion of the Auction at the same time the Debtors announce the identity of the Winning Bidder. The Backup Bidder shall be required to keep its Qualified Bid (or if the Backup Bidder submits one or more Overbids at the Auction, its final Overbid) open and irrevocable until such time that the Transaction is consummated upon entry of an order approving the Transaction under section 363 of the Bankruptcy Code. The Backup Bidder's Deposit shall be held in a separate account pending approval of the Transaction by court order.

(iii) If the Winning Bidder fails to consummate the approved Transaction contemplated by its Winning Bid, the Debtors may select the Backup Bidder as the Winning Bidder, and such Backup Bidder shall be deemed a Winning Bidder for all purposes. The Debtors will be authorized, but not required, to consummate the Transaction contemplated by the Bid of such Backup Bidder without further order of the Court or notice to any party. In such case, the defaulting Winning Bidder's Deposit shall be forfeited to the Debtors' estates, and the Debtors, on behalf of themselves and their estates, specifically reserve the right to seek all available remedies against the defaulting Winning Bidder, including, but not limited to, specific performance.

I. Notice and Consultation Parties.

Information must be provided to the following under these Bidding Procedures (the "Notice Parties"): (a) counsel to JPMorgan Chase Bank, N.A., in its capacity as agent under the Debtors' prepetition ABL credit agreement (the "Prepetition ABL Agent"); (b) counsel to GACP Finance Co., LLC, in its capacity as agent under the Debtors' prepetition equipment term loan (the "Prepetition Equipment Term Loan Agent"); (c) counsel to CLMG Corp., in its capacity as agent under the Debtors' prepetition real estate term loan (the "Prepetition Real Estate Term Loan Agent" and together with the Prepetition ABL Agent and Prepetition Term Loan Agent, the "Agents"); (d) counsel to the Committee; and (e) the United States Trustee for the Southern District of Texas.

The term "Consultation Parties" as used in these Bidding Procedures shall mean: (a) counsel to Prepetition ABL Agent, (b) counsel to Prepetition Equipment Term Loan Agent, (c) counsel to Prepetition Real Estate Term Loan Agent, and (d) counsel to any Committee, if any. To the extent that any party that would otherwise be a Consultation Party has not fully and irrevocably waived its right to submit a Bid, it shall not be a Consultation Party.

J. "As Is, Where Is."

Consummation of any Transaction will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtors or their estates, except as specifically accepted or agreed to by the Debtors. Except as specifically accepted or agreed to by the Debtors, all of the Debtors' right, title, and interest in and to the Cementing Business will be transferred to the Winning Bidder free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests in accordance with section 363(b) of the Bankruptcy Code.

By submitting a Bid, each Acceptable Bidder will be deemed to acknowledge and represent that it (i) has had an opportunity to conduct adequate due diligence regarding the Transaction prior to making its Bid, (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents in making its Bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Transaction or the completeness of any information provided in connection therewith or the Auction, except the representations and warranties as expressly stated in the Acceptable Bidder's Transaction Documents; and (iv) the Acceptable Bidder did not engage in any collusive conduct and acted in good faith in submitting its Bid.

K. Reservation of Rights.

The Debtors reserve their rights to modify these Bidding Procedures in their business judgment, in consultation with the Consultation Parties, in any manner that will best promote the goals of these Bidding Procedures, or impose, at or prior to the Auction, additional customary terms and conditions on the Transaction, including: (a) extending the deadlines set forth in these Bidding Procedures; (b) adjourning the Auction at the Auction; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction;

(d) canceling the Auction; and (e) rejecting any or all Bids or Qualified Bids; *provided, however*, that the Debtors may not modify any Secured Creditor's credit bid rights without such Secured Creditor's prior written consent or by Order of the Court. Nothing in these Bidding Procedures shall abrogate the fiduciary duties of the Debtors. Notwithstanding anything to the contrary herein, the Debtors, in consultation with the Consultation Parties, may elect to consummate the Transaction through a chapter 11 plan as opposed to under section 363(b) of the Bankruptcy Code.

L. Consent to Jurisdiction.

All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, the construction and enforcement of these Bidding Procedures.

M. Approval of Winning Bid Hearing.

A hearing to consider the Transaction under section 363 of the Bankruptcy Code (the "Sale Hearing") pursuant to which the Debtors and the Winning Bidder intend to consummate the Transaction contemplated by the Winning Bid will be held **August 14, 2020, at 1:30 p.m. (prevailing Central Time)** and otherwise in accordance with any scheduling order entered by the Court.

The Hearing may be continued to a later date by the Debtors by sending notice prior to, or making an announcement at, the Hearing. No further notice of any such continuance will be required to be provided to any party.

N. Return of Deposit.

The Deposit of the Winning Bidder shall be applied to the Purchase Price of such Transaction at closing. The Deposits for each Qualified Bidder shall be held in one or more separate accounts on terms acceptable to the Debtors and shall be returned (other than with respect to the Winning Bidder and the Backup Bidder) on the date that is three business days after the Auction.

If a Winning Bidder fails to consummate a proposed Transaction because of a breach by such Winning Bidder, the Debtors will not have any obligation to return the Deposit deposited by such Winning Bidder, which may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors and their estates, and the Debtors shall be free to consummate the proposed Transaction with the applicable Backup Bidder without the need for an additional hearing or order of the Court.

O. No Modification of Bidding Procedures.

These Bidding Procedures may not be modified except in accordance with Section K of these Bidding Procedures

EXHIBIT B

Auction and Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)

NOTICE OF AUCTION AND SALE HEARING

PLEASE TAKE NOTICE that on July 20, 2020, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Emergency Motion for Entry of an Order (I) Establishing Bidding Procedures for the Sale of the Cementing Business, (II) Scheduling Bid Deadlines and an Auction, (III) Approving the Form and Manner of Notice Thereof (IV) Approving Contract Assumption and Assignment Procedures, and (VI) Granting Related Relief* (the "Bidding Procedures Motion") with the United States Bankruptcy Court for the Southern District of Texas (the "Court") seeking, among other things, entry of an order (the "Bidding Procedures Order") (a) authorizing and approving the bidding procedures (the "Bidding Procedures") for the sale of the Debtors cementing services business (the "Cementing Business") (the "Transaction" or "Sale"); (b) establishing certain dates and deadlines, including the Bid Deadline and the date of the Auction, if any; (c) approving the form and manner of notice of the Auction, if any, and the Winning Bidder (as defined below); (d) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases and the resolution of the related cure amounts; and (e) granting related relief. Please note that all capitalized terms used but not defined herein shall have the meanings set forth in the Bidding Procedures Motion.

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of the Cementing Business consistent with the Bidding Procedures approved by the Court by entry of an order on July [●], 2020 [Docket No. [●]]. **All interested bidders should carefully read the Bidding Procedures and Bidding Procedures Order.** To the extent that there are any inconsistencies between this notice and the Bidding Procedures or Bidding Procedures Order, the Bidding Procedures or Bidding Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the Sale at a hearing scheduled to commence **August 14, 2020 at 1:30 p.m. (prevailing Central Time)** (the "Sale Hearing") before the Honorable Judge Marvin Isgur, United States Bankruptcy

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

Judge for the Bankruptcy Court for the Southern District of Texas, at 515 Rusk Street, 4th Floor, Courtroom No. 404, Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bidding Procedures Order with respect to any objections to proposed cure amounts or the assumption and assignment of Contracts and/or objections to the relief requested in the Sale Motion ***must***: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be ***actually received*** **by August 13, 2020 by 4:00 p.m.** by the following parties (the "Notice Parties"):

Counsel to the Debtors	**Co-Counsel to the Debtors**
Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attn: Joshua Sussberg and Christopher T. Greco Email: jsussberg@kirkland.com cgreco@kirkland.com and Kirkland & Ellis LLP 300 North LaSalle Chicago Illinois 60654 Attn: Samantha G. Lawrence and Josh Altman Email: samantha.lawrence@kirkland.com josh.altman@kirkland.com	Gray Reed & McGraw LLP 1300 Post Oak Boulevard, Suite 2000 Houston, Texas 77056 Attn: Jason S. Brookner, Paul D. Moak, and Amber M. Carson Email: jbrookner@grayreed.com pmoak@grayreed.com acarson@grayreed.com
Proposed Counsel to the Committee	**The United States Trustee**
	Office of the United States Trustee Southern District of Texas 15 Rusk Street, Suite 3516 Houston, Texas 77002 Attn: Hector Duran and Stephen Statham Email: hector.duran.jr.@usdoj.gov stephen.statham@usdoj.gov

Counsel to the Prepetition ABL Agent	Counsel to the Prepetition Equipment Term Loan Agent
Sidley Austin LLP One South Dearborn Chicago, Illinois 60603 Attn: Dennis Twomey, Herschel Hamner, and Alyssa Russell Email: dtwomey@sidley.com hhamner@sidley.com alyssa.russell@sidley.com and DLA Piper LLP 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801 Attn: Stuart Brown Email: stuart.brown@dlapiper.com	Choate, Hall & Stewart LLP 2 International Place Boston, Massachusetts 02110 Attn: John Ventola Email : jventola@choate.com
Counsel to the Real Estate Term Loan Lenders	
Sheppard, Mullin, Richter & Hampton LLP 70 West Madison Street, 48th Floor Chicago, Illinois 60602 Attn: Justin Bernbrock Email: jbernbrock@sheppardmullin.com	

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE.

Important Dates and Deadlines

Date	Event
Deadline to Receive Stalking Horse Bids	August 5, 2020, at 4:00 p.m. (prevailing Central Time)
Notice of Stalking Horse Bidder (if any)	August 6, 2020, at 4:00 p.m. (prevailing Central Time)
Bid Deadline	August 10, 2020, at 11:59 p.m. (prevailing Central Time)
Notice of Qualified Bidders	August 11, 2020, at 7:00 p.m. (prevailing Central Time)
Auction (if applicable)	August 12, 2020, at a time to be determined
Notice of Winning Bidder	As soon as reasonably practicable after the conclusion of the Auction
Deadline to Object to the Sale	August 13, 2020, at 4:00 p.m. (prevailing Central Time)
Sale Hearing	August 14, 2020, at 1:30 p.m. (prevailing Central Time)

PLEASE TAKE FURTHER NOTICE that copies of the Bidding Procedures Motion, Bidding Procedures, and Bidding Procedures Order, as well as all related exhibits are available: (a) free of charge upon request to Donlin, Recano & Company Inc. (the notice and claims agent in these chapter 11 cases), by visiting the website maintained in these chapter 11 cases at www.donlinrecano.com/bjs, or (c) for a fee via PACER by visiting http://www.tex.uscourts.gov.

PLEASE TAKE FURTHER NOTICE that you may obtain additional information concerning the above-captioned chapter 11 cases at the website maintained in these chapter 11 cases at www.donlinrecano.com/bjs.

Houston, Texas
July [●], 2020

/s/ Draft

GRAY REED & McGRAW LLP
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Paul D. Moak (TX Bar No. 00794316)
Amber M. Carson (TX Bar No. 24075610)
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Proposed Co-Counsel to the Debtors and Debtors in Possession

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-and-

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Proposed Co-Counsel to the Debtors and Debtors in Possession

EXHIBIT C

Assumption and Assignment Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)

NOTICE OF PROPOSED ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the "Debtors")[2] each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas (the "Court") on July 20, 2020.

PLEASE TAKE FURTHER NOTICE that on [●], 2020, the Court entered an order [Docket No. [●]] (the "Bidding Procedures Order") approving, among other things, (a) the Debtors' Bidding Procedures in connection with any proposed auction (the "Auction") for the sale(s) (any such transaction, a "Transaction" or the a "Sale") of the Debtors' cementing services business (the "Cementing Business"), (b) establishing certain dates and deadlines, including the Bid Deadline and the date of the Auction, if any, (c) approving the form and manner of notice of the Auction, if any, and the Winning Bidder, (d) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases and the resolution of related cure amounts (the "Assumption and Assignment Procedures"), and (e) granting related relief.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Assumption and Assignment Procedures and by this written notice, the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that the Contracts and any modifications thereto set forth on **Exhibit I** attached hereto (collectively, the "Assumed Contracts") shall be assumed and assigned to the Assignee, subject to the Assignee's payment of the cure amounts set forth on **Exhibit I**, or such other cure amounts that are agreed to by the parties.

PLEASE TAKE FURTHER NOTICE that nothing herein (i) alters in any way the prepetition nature of the Assumed Contracts or the validity, priority, or amount of any claims of a counterparty to any Assumed Contract against the Debtors that may arise under such Assumed

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not yet defined herein have the meanings ascribed to such terms later in this Motion or in the First Day Declaration, as applicable.

Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Assumed Contract against the Debtors that may arise under such Assumed Contract.

PLEASE TAKE FURTHER NOTICE that the inclusion of an Assumed Contract on the Notice of Assumption and Assignment will not: (a) obligate the Debtors to assume any Assumed Contract listed thereon or the Winning Bidder to take assignment of such Assumed Contract; or (b) constitute any admission or agreement of the Debtors that such Assumed Contract is an executory contract. Only those Assigned Contracts that are included on a schedule of assumed and acquired contracts attached to a final asset purchase agreement with a Winning Bidder (including amendments or modifications to such schedules in accordance with such asset purchase agreement) will be assumed and assigned to the applicable Winning Bidder.

PLEASE TAKE FURTHER NOTICE that any Contract assumed pursuant to section 363(f) of the Bankruptcy Code shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guarantees of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims, and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) (but only in connection with the assignment by the Debtor to the Assignee)), and (b) constitutes a legal, valid, and effective transfer of such Contract(s) and vests the applicable Assignee with all rights, titles, and interests to the applicable Contract(s). For the avoidance of doubt, all provisions of the applicable Assumed Contract, including any provision limiting future assignment, shall be binding on the applicable Assignee after consummation of the assignment of such Contract by the Debtors to the Assignee.

Obtaining Additional Information

Copies of the Bidding Procedures Order, the Bidding Procedures, the Plan, and all pleadings filed in these chapter 11 cases are available upon request to Donlin, Recano & Company, Inc., the Debtors' notice and claims agent, by calling (877) 274-7653 (Domestic) or (212) 771-1128 (International), or by visiting the case website at http://www.donlinrecano.com/bjs.

Important Dates and Deadlines

1. Parties objecting to a proposed assumption and assignment and/or to a Winning Bidder's proposed form of adequate assurance of future performance must file a written objection (each, an "Assumption Objection") so that such Assumption Objection is filed with the Court and **actually received two (2) days prior to the Sale Hearing and served on the Notice Parties.**

2. A hearing to consider approval of the proposed Sale will be held on **August 14, 2020, at 1:30 p.m. (prevailing Central Time)** or such other date as determined by the Court.

Filing Assumption and Assignment Objections

Pursuant to the Assumption and Assignment Procedures, if no objection to the assumption of any Contract is timely filed, each Contract shall be assumed as of the Assumption Date set forth in the applicable Assumption and Assignment Procedures or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree, and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes; provided, however, that the Assumption Date for a lease of nonresidential real property shall not occur earlier than the date the Debtors filed and served the applicable Assumption and Assignment Notice.

Any objections will be considered at the Sale Hearing, or as soon thereafter as counsel may be heard, and must be served on the following parties:

Counsel to the Debtors	**Co-Counsel to the Debtors**
Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attn: Joshua Sussberg and Christopher T. Greco Email: jsussberg@kirkland.com cgreco@kirkland.com and Kirkland & Ellis LLP 300 North LaSalle Chicago Illinois 60654 Attn: Samantha G. Lawrence and Josh Altman Email: samantha.lawrence@kirkland.com josh.altman@kirkland.com	Gray Reed & McGraw LLP 1300 Post Oak Boulevard, Suite 2000 Houston, Texas 77056 Attn: Jason S. Brookner, Paul D. Moak, and Amber M. Carson Email: jbrookner@grayreed.com pmoak@grayreed.com acarson@grayreed.com
Proposed Counsel to the Committee	**The United States Trustee**
	Office of the United States Trustee Southern District of Texas 15 Rusk Street, Suite 3516 Houston, Texas 77002 Attn: Hector Duran and Stephen Statham Email: hector.duran.jr.@usdoj.gov stephen.statham@usdoj.gov

Counsel to the Prepetition ABL Agent	Counsel to the Prepetition Equipment Term Loan Agent
Sidley Austin LLP One South Dearborn Chicago, Illinois 60603 Attn: Dennis Twomey, Herschel Hamner, and Alyssa Russell Email: dtwomey@sidley.com hhamner@sidley.com alyssa.russell@sidley.com and DLA Piper LLP 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801 Attn: Stuart Brown Email: stuart.brown@dlapiper.com	Choate, Hall & Stewart LLP 2 International Place Boston, Massachusetts 02110 Attn: John Ventola Email: ventola@choate.com
Counsel to the Real Estate Term Loan Lenders	
Sheppard, Mullin, Richter & Hampton LLP 70 West Madison Street, 48th Floor Chicago, Illinois 60602 Attn: Justin Bernbrock Email: jbernbrock@sheppardmullin.com	

Consequences of Failing to Timely File and Serve an Objection

Any counterparty to an Assumed Contract who fails to timely file and serve an objection to the proposed assumption and assignment of an Assumed Contract in accordance with the Bidding Procedures Order and Assumption and Assignment Procedures incorporated therein shall be forever barred from asserting any objection to the assumption and assignment of the Assumed Contract and/or the cure payment set forth on Exhibit I, including asserting additional cure amounts with respect to an Assumed Contract relating to any period prior to the time of assumption and assignment.

[*Remainder of page left intentionally blank*]

Houston, Texas
July [●], 2020

/s/ Draft

GRAY REED & McGRAW LLP
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Paul D. Moak (TX Bar No. 00794316)
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Proposed Co-Counsel to the Debtors and Debtors in Possession

EXHIBIT D

[In order for the Debtors to best engage prospective purchasers, Form APA is available upon request of Debtors' advisors.]

SCHEDULE "I"

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ENTERED
07/29/2020

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 160**

ORDER (I) APPROVING THE BIDDING PROCEDURES WITH RESPECT TO CERTAIN OF THE DEBTORS' FRACKING EQUIPMENT AND INTELLECTUAL PROPERTY, (II) SCHEDULING AN AUCTION AND A SALE HEARING, (IV) APPROVING THE FORM AND MANNER OF NOTICES RELATED THERETO, (V) APPROVING CONTRACT ASSUMPTION AND ASSIGNMENT PROCEDURES, AND (VI) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (the "Debtors"), for entry of an order (this "Order"), (a) authorizing and approving the Bidding Procedures for the Sale of the Assets; (b) establishing certain dates and deadlines, including the Bid Deadline and the date of the Auction, if any; (c) approving the form and manner of notice of the Auction, if any, and the Sale Hearing; (d) approving the Assumption and Assignment Procedures for the assumption and assignment of certain executory contracts and unexpired leases and related cure amounts; and (e) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and upon the Court having reviewed the *Declaration of Sanjiv Shah in Support of Debtors' Emergency Motions for (I) Entry of an Order Approving the Cementing Bidding Procedures, and (II) Entry of an Order Approving the Fracturing and Titan*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Motion.

Bidding Procedures [Docket No. 179] (the "Shah Declaration"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate; and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, THE COURT HEREBY FINDS THAT:

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

2. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference to Bankruptcy Judges*, General Order 2012-6 (S.D. Tex. May 24, 2012) (Hinojosa, C.J.). Venue is proper in this district and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. Good and sufficient notice of the Motion, the Bidding Procedures, and the relief sought in the Motion has been given under the circumstances, and no other or further notice is

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required except as set forth herein. A reasonable opportunity to object or be heard regarding the relief provided herein has been afforded to parties in interest.

4. The bases for the relief requested in the Motion are: (i) sections 105, 363, 503, and 507 of the Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"); and (ii) Rules 2002, 6004, 6006, 9007, 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2002-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "Local Rules").

5. The Debtors have articulated good and sufficient reasons for this Court to: (a) authorize the Debtors to enter into the Stalking Horse Agreement (b) approve the Bidding Procedures for the Sale of the Assets; (c) establish certain dates and deadlines, including the Bid Deadline and the date of the Auction, if any; (d) approve the form and manner of notice of the Auction, if any, and the Sale Hearing; (f) approve the Assumption and Assignment Procedures for the assumption and assignment of certain executory contracts and unexpired leases and related cure amounts; and (f) granting related relief. The Debtors' compelling and sound business justification, which was set forth in the Motion, the First Day Declaration, the Shah Declaration, and on the record at the Hearing, are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

6. The Bidding Procedures attached hereto as **Exhibit 2** are fair, reasonable, appropriate, designed to maximize value from the consummation of the Transaction under the circumstances, and consistent with the Debtors' exercise of their respective fiduciary duties under applicable law.

7. The Stalking Horse Agreement attached as **Exhibit 1** hereto is fair and reasonable and provides a benefit to the Debtors' estates and stakeholders.

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8. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their estates, creditors, interest holders, and all other parties in interest.

IT IS HEREBY ORDERED THAT:

9. The Motion is granted to the extent as set forth herein.

10. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion or by this Order or separate stipulation filed with the Court are overruled; *provided, however*, that any objections to the Transaction (including, without limitation, any objection of the GACP Secured Parties to the sale of their collateral) are preserved for the sale hearing.

I. Important Dates and Deadlines.

Date	Event
Bid Deadline	August 10, 2020, at 11:59 p.m. (prevailing Central Time)
Notice of Qualified Bidders Deadline	August 11, 2020, at 7:00 p.m. (prevailing Central Time)
Auction (if applicable)	August 12, 2020, at a time to be determined
File Notice of Winning Bidder	As soon as reasonably practicable after the conclusion of the Auction
Objection Deadline	August 13, 2020, at 4:00 p.m. (prevailing Central Time)
Sale Hearing	August 14, 2020, at 1:30 p.m. (prevailing Central Time)

11. **Notice of Qualified Bidder Deadline**. August 11, 2020, at 7:00 p.m. (prevailing Central Time), is the date and time the Debtors shall provide to bidders that their Bid is a Qualified Bid. If any Bid is determined by the Debtors not to be a Qualified Bid, the Potential Bidder shall

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be notified by the Debtors, **and shall have until the Auction**, to modify its Bid to increase the Purchase Price or otherwise improve the terms of the Bid for the Debtors; provided that any Qualified Bid may be improved at the Auction as set forth herein.

12. **Auction**. August 12, 2020, at a time to be determined, is the date and time the Auction, if any, which will be held by remote video as will be indicated in the Auction Notice or such later date and time or location as selected by the Debtors after consultation with the Consultation Parties. As soon as reasonably practicable after the conclusion of the Auction, the Debtors will provide notice of the Winning Bidder.

13. **Sale Hearing**. August 14, 2020, at 1:30 p.m. (prevailing Central Time) is the date and time for the hearing to consider the approval of the Transaction contemplated by the Winning Bid.

14. **Transaction Objections**. Objections to the Transaction, if any, must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court so as to be ***actually received*** **by no later than August 13, 2020 at 4:00 p.m.** (prevailing Central Time).

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II. Auction, Bidding Procedures, and Related Relief.

15. The Bidding Procedures, attached hereto as **Exhibit 2**, are incorporated herein and are hereby approved in their entirety, and the Bidding Procedures shall govern the submission, receipt, and analysis of all Bids relating to any Transaction. Any party desiring to submit a Bid shall comply with the Bidding Procedures and this Order. The Debtors are authorized to take any and all actions necessary to implement the Bidding Procedures.

16. At the Auction, the Debtors may: (a) select, in their business judgment, pursuant to the Bidding Procedures, the highest or otherwise best Bid and the Winning Bidder or Backup Bidder; and (b) reject any Bid (regardless of whether such Bid is a Qualified Bid) that, in the Debtors' business judgment, is (i) inadequate, insufficient, or not the highest or best Bid, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, or the Bidding Procedures, or (iii) contrary to, or otherwise not in the best interests of, the Debtors' estates, affected stakeholders, or other parties in interest.

III. Assumption and Assignment Procedures.

17. On a date no later than seven[3] (7) days prior to the Sale Hearing, the Debtors shall file with the Court the Assumption and Assignment Notice attached hereto as **Exhibit 3**, which shall set forth, among other things: (i) the Contract or Contracts to be assumed (or that the Debtors believe may be assumed based on then available Bids); (ii) the names and addresses of the counterparties to such Contracts; (iii) the Assignee, if applicable; (iv) the Assumption Date; (v) the proposed Cure Costs, if any for each such Contract; (vi) a description of any material amendments to the Contract made outside of the ordinary course of business; and (vii) the deadlines and procedures for filing objections to the Assumption and Assignment Notice. For the avoidance of doubt, the Debtors shall serve an Assumption and Assignment Notice on any applicable party as soon as reasonably possible upon learning that the underlying contract may be assumed.

18. The Debtors will cause the Assumption and Assignment Notice to be served (i) by email (or if no email is known, by overnight mail) upon the Contract counterparties affected by

[3] The Debtors shall work with each Potential Bidder to determine what Contracts such bidders are likely to assume in advance of the Bid Deadline. The Debtors will serve the Assumption and Assignment Notice (and adequate assurance information) on all potential counterparties as soon as reasonably practicable to the extent not known prior to the Bid Deadline.

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the Assumption and Assignment Notice at the address set forth in the notice provision of the applicable Contract (and their counsel, if known). To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will, at the request of the applicable lease counterparty, use commercially reasonable efforts to provide evidence thereof to such applicable lease counterparty (and their counsel, if known) thereby demonstrating that the assignee of the lease has the ability to comply with the requirements of adequate assurance of future performance.

19. Parties seeking to object must file an Assumption Objection so that such Assumption Objection is filed with the Court and **actually received two (2) days prior to the Sale Hearing**; provided that any party that is served with an Assumption and Assignment Notice less than seven days prior to the Sale Hearing may object up to and including at the Sale Hearing. If no objection to the assumption of any Contract is timely filed, each Contract shall be assumed as of the Assumption Date set forth in the applicable Assumption and Assignment Procedures or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree, and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes; *provided*, *however*, that the Assumption Date for a lease of nonresidential real property shall not occur earlier than the date the Debtors filed and served the applicable Assumption and Assignment Notice.

20. If the Assumed Contract Counterparty does not file and serve an Assumption Objection or supplemental Assumption Objection in a manner that is consistent with the requirements set forth herein, and absent a subsequent order of the Court in connection with such objection establishing an alternative Cure Cost, (a) the Cure Costs, if any, set forth in the Notice

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of Assumption and Assignment shall be controlling, notwithstanding anything to the contrary in any Assumed Contract or any other document, and (b) the Assumed Contract Counterparty will be deemed to have consented to the assumption and assignment of the Assumed Contract and the Cure Costs, if any, and will be forever barred from asserting any other claims related to such Assumed Contract against the Debtors or the Winning Bidder, or the property of any of them.

21. The inclusion of an Assumed Contract on the Notice of Assumption and Assignment will not: (a) obligate the Debtors to assume any Assumed Contract listed thereon or the Winning Bidder to take assignment of such Assumed Contract; or (b) constitute any admission or agreement of the Debtors that such Assumed Contract is an executory contract. Only those Assumed Contracts that are included on a schedule of assumed and acquired Contracts attached to a final asset purchase agreement with a Winning Bidder (including amendments or modifications to such schedules in accordance with such asset purchase agreement) will be assumed and assigned to the applicable Winning Bidder. No Assumed Contract shall be assumed absent closing on the assignment thereof to the applicable Winning Bidder.

22. With regard to Contracts to be assigned, pursuant to section 363(b) of the Bankruptcy Code, the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guarantees of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims, and encumbrances that purport to give to any party a right or option to effect any forfeiture,

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modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) (but only in connection with the assignment by the Debtor to the Assignee)), and (b) constitutes a legal, valid, and effective transfer of such Contract(s) and vests the applicable Assignee with all rights, titles, and interests to the applicable Contract(s). For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting future assignment, shall be binding on the applicable Assignee after consummation of the assignment of such Contract by the Debtors to the Assignee.

IV. Miscellaneous.

23. The failure to include or reference a particular provision of the Bidding Procedures specifically in this Order shall not diminish or impair the effectiveness or enforceability of such a provision.

24. In the event of any inconsistencies between this Order and the Motion and/or the Bidding Procedures, this Order shall govern in all respects.

25. Notwithstanding anything else contained herein, (a) any relief granted herein, including any payment to be made or authorization contained hereunder, shall be subject in all respects to the terms and conditions of, including all requirements imposed upon the Debtors under, any interim or final order of the Court in these chapter 11 cases authorizing the use of cash collateral (as may be modified, amended, or supplemented, the "Cash Collateral Orders") (including, without limitation, the budget required in connection therewith) and the Prepetition ABL Loan Documents and GACP Term Loan Agreement (as defined in the Cash Collateral Orders) approved therein and (b) to the extent there is any inconsistency between the terms and conditions of such Cash Collateral Orders or Prepetition ABL Loan Documents or GACP Term Loan

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Agreement and any action taken or proposed to be taken hereunder, the terms and conditions of such Cash Collateral Orders shall govern.

26. Notwithstanding anything herein to the contrary, the entry of this Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the GACP Secured Parties' rights to pursue any and all rights and remedies under the Bankruptcy Code, the GACP Term Loan Agreement, or any other applicable agreement or law, or seek any other or supplemental relief in respect of the Debtors, including the right to object to the Debtors' proposed sale of the Assets and the right to seek relief from stay with respect to the GACP Collateral, or the Debtors' or any other party in interest's rights to oppose such relief, or (b) any of the rights and remedies of the Debtors, the GACP Secured Parties, or any other party in interest under the GACP Term Loan Agreement, or other applicable agreement, the Bankruptcy Code, or applicable nonbankruptcy law. Nothing contained in this Order or the Bidding Procedures shall constitute or be construed as the GACP Secured Parties' consent to the sale of the GACP Collateral free and clear of any liens or claims of the GACP Secured Parties, or consent to the use of any proceeds of the GACP Collateral, or other cash collateral in which the GACP Secured parties have an interest by the Debtors or their estates for any purpose or to any extent. Capitalized terms used in this paragraph and not otherwise defined shall have the meanings ascribed to such terms in the Cash Collateral Orders.

27. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

28. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

29. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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30. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

31. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: July 29, 2020

Marvin Isgur
United States Bankruptcy Judge

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EXHIBIT 1

Stalking Horse Agreement

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into this 24th day of July, 2020 (the "Effective Date") by and among **BJ Services, LLC**, a Delaware limited liability company ("BJS"), **BJ Services Holdings Canada ULC**, a British Columbia unlimited liability company ("BJC", and together with BJS, each a "Seller" and collectively, "Sellers"), and **TES Asset Acquisition, LLC**, a Delaware limited liability company ("Purchaser" and together with Sellers, collectively, the "Parties").

WITNESSETH:

WHEREAS Sellers and certain of their Affiliates are debtors-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") and, on July 20, 2020 filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), commencing the jointly administered bankruptcy cases pending as *In re BJ Services, LLC, et al* Case No. 20-33627 (each, a "Bankruptcy Case" and collectively, the "Bankruptcy Cases");

WHEREAS, Sellers are engaged in, among other things, the use and implementation of the Purchased Assets (defined below) to provide hydraulic fracturing services in the United States and Canada (the "Fracturing Business");

WHEREAS, on July 21, 2020, the Bankruptcy Court granted an order authorizing BJC to act as the foreign representative of its estate for the purpose of BJC seeking recognition of its Bankruptcy Case by the Court of Queen's Bench of Alberta (the "Canadian Court");

WHEREAS, Sellers will request that the Canadian Court grant an order recognizing the Bankruptcy Case of BJC in Canada pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "CCAA");

WHEREAS, Sellers desire to sell and Purchaser desires to purchase from Sellers those certain assets of Sellers as more particularly described herein, in a sale authorized by the Bankruptcy Court pursuant to, inter alia, sections 105, 363, 365, 1123, 1129, 1141 and 1142 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all in accordance with and subject to the terms and conditions of this Agreement and subject to entry of the Sale Order and the Sale Recognition Order; and

WHEREAS, certain Affiliates of Purchaser have, as an inducement to Sellers to enter into this Agreement, executed an Equity Commitment Letter (the "Equity Commitment Letter") pursuant to which such Affiliates have agreed, subject to certain conditions set forth therein, to make an equity investment in Purchaser at the Closing, if any, in an amount of cash that, together with any other cash then held by Purchaser, will be equal to the Purchase Price.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties herein contained, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

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ARTICLE I
DEFINITIONS

Section 1.1 "Affiliates" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

Section 1.2 "Alternative Transaction" means any transaction (or series of transactions), whether direct or indirect, concerning a sale, merger, acquisition, issuance, financing, recapitalization, reorganization, liquidation or disposition of the Fracturing Business, the Purchased Assets or any material portion of the assets thereof (in any form of transaction, whether by merger, sale of assets or equity or otherwise); provided, however, that no such transaction will be considered to be an "Alternative Transaction" if such transaction would not prevent the Closing from occurring in accordance with the terms of this Agreement; and provided further, that the foregoing shall not include sales of inventory, equipment sales or other dispositions of immaterial or obsolete assets and licenses of intellectual property rights in the ordinary course of business.

Section 1.3 "Assumed Contracts" means those contracts set forth on Schedule 2.

Section 1.4 "Bidding Procedures" means the Bidding Procedures for the Sale of the Debtors' Fracking Equipment and Intellectual Property substantially in the form attached hereto as Exhibit B.

Section 1.5 "Bidding Procedures Order" means an order of the Bankruptcy Court approving the Bidding Procedures.

Section 1.6 "Equipment" means ancillary equipment, machinery, computers, furniture, furnishings, fixtures, office supplies, tools and related accessories primarily related to or primarily used by or in the Fracturing Business.

Section 1.7 "Financing Order" means an order authorizing the Debtors to utilize cash collateral or procure debtor-in-possession financing, as applicable.

Section 1.8 "Governmental Authority" means any court, administrative agency or any (i) national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, officials, ministers, Crown corporations, central bank, court, tribunal or dispute settlement panel, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) subdivision, agency, commission, board or authority of any of the foregoing; or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

Section 1.9 "GST/HST" means any taxes imposed under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder, or under any corresponding provincial legislation, including any provincial sales tax, value-added taxes, social services tax, or the provincial

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component of any harmonized sales tax, and includes any interest, penalties or other additions thereto.

Section 1.10 "HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations promulgated thereunder.

Section 1.11 "Jobs in Progress Costs" means, as illustrated on Schedule 3, (x) any and all costs incurred by Sellers during the period between the Effective Date and 11:59 PM Central Time on the Closing Date in connection with the provision of (or preparation of provision of) hydraulic fracturing services to new well sites for which such services were not provided prior to the Effective Date, using any of (or in preparation for the use of), allocable to or otherwise related to the Purchased Assets, including but not limited to mobilization and transportation costs, costs of goods, freight, fuel, proppant or chemicals and amounts paid to and expenses incurred in connection with employees and contractors *plus* (y) a contribution margin equal to 15% of the costs incurred pursuant to clause (x) (the "Contribution Margin"). For the avoidance of doubt, Schedule 3 is included solely for illustrative purposes and shall not be deemed in any respect a calculation of Jobs in Progress Costs.

Section 1.12 "Law" means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

Section 1.13 "Permitted Liens" means (a) Liens for taxes that are not yet due and payable or the nonpayment of which is permitted or required by the Bankruptcy Code, (b) Liens imposed by applicable Law and incurred in the ordinary course of business for obligations not yet due and payable, or the nonpayment of which is permitted or required by the Bankruptcy Code, to landlords, carriers, warehousemen, laborers, repairmen, materialmen and the like, (c) non-exclusive licenses to proprietary rights granted to customers and suppliers in the ordinary course of business and, in the case of certain patents set forth on Schedule 1, a non-exclusive license granted to Baker Hughes Incorporated and its affiliates pursuant to that certain Intellectual Property License Agreement, dated December 30, 2016, between BJS and Baker Hughes Incorporated, (d) any Liens that will be removed or released by operation of the Sale Order or the Sale Recognition Order and (e) minor imperfections of title and encumbrances disclosed in writing and reasonably acceptable to Purchaser, if any, that are *de minimis* and do not impair the value or interfere with the present or continued use of such property or asset.

Section 1.14 "Person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Authority or other entity or group.

Section 1.15 "Qualified Bid" has the meaning set forth in the Bidding Procedures.

Section 1.16 "Sale Order" shall be an order of the Bankruptcy Court, in form and substance reasonably acceptable to Purchaser and Sellers, approving the sale of the Purchased

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Assets (including the assumption and assignment of the Assigned Contracts) to Purchaser free and clear of all Liens other than Permitted Liens.

Section 1.17 "Sale Recognition Order" shall be an order of the Canadian Court, in form and substance reasonably acceptable to Purchaser and Sellers recognizing the Sale Order.

ARTICLE II
PURCHASE AND SALE OF ASSETS

Section 2.1 Purchase of Assets. On and subject to the terms and conditions of this Agreement, the Sale Order and the Sale Recognition Order, at the Closing each Seller will sell, transfer, convey, assign and deliver to Purchaser, and Purchaser will purchase and acquire from each Seller, free and clear of all liens, mortgages, pledges, security interests, charges, claims, options or other encumbrances (collectively, "Liens") other than Permitted Liens, all of such Seller's right, title and interest, as of the Closing, in and to the Purchased Assets. For purposes hereof, the "Purchased Assets" shall mean:

(a) to the maximum extent permitted by the Bankruptcy Code and applicable Law, all Assumed Contracts (excluding any accounts receivable relating thereto with respect to periods prior to the Closing);

(b) (i) the intellectual property rights set forth on Schedule 1, (ii) the Assumed Contracts listed on Schedule 2, and (iii) the know-how, trade secrets and other unregistered intellectual property rights (including source code) owned by Sellers (expressly excluding trademarks, domain names, and patents) that exclusively relate to the items listed in Schedule 1 and Schedule 2 (the assets described in clauses (i) through (iii), collectively, the "Specified Assets");

(c) the M&E fleets set forth on Schedule 1 hereto and all other Equipment directly and specifically related thereto (the "M&E Assets"); and

(d) to the extent transferable under applicable Law, any visa-related rights maintained by any Seller for the benefit of any employees identified in writing by Purchaser prior to the date hereof in accordance with applicable law, the expense of which transfer shall be solely borne by Purchaser.

The Purchased Assets do not include, and Sellers shall retain, all of Sellers' assets not specifically identified in this Section 2.1 as being Purchased Assets (any such assets not specifically identified in this Section 2.1 as being Purchased Assets, the "Excluded Assets").

Section 2.2 Assumption of Liabilities. On and subject to the terms and conditions of this Agreement, the Sale Order and the Sale Recognition Order, as of and after the Closing, Purchaser shall assume, and Sellers shall convey, transfer and assign to Purchaser, only the following Liabilities of each Seller, each of which is integral to the value of the Purchased Assets:

(a) all Liabilities relating to the Purchased Assets that arise and accrue after the Closing, relate exclusively to periods following the Closing and are by their terms to be observed, paid, discharged, and performed following the Closing (in each case, except as otherwise provided

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herein, not resulting in whole or in part from, arising out of, relating to, in the nature of, or caused by any pre-Closing breach, violation, breach of warranty, tort, strict liability, infringement or breach or violation of Law) (the "Assumed Liabilities"); and

(b) all Liabilities for which Purchaser has expressly agreed to be responsible in accordance with this Agreement.

Except as expressly provided above, Purchaser shall not assume or be liable for any other Liabilities of any Seller. For purposes hereof, "Liability" means any debt, damage, claim, liability, obligation, loss (whether lost business opportunity or measured as a multiple of earnings, book value, lost profits, diminution in value, revenues, cash flow, or otherwise), fines, costs, expenses, charges, interest, penalties, or commitment of any nature whatsoever (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, or due or to become due, or otherwise).

Section 2.3 Consideration. In consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets by Sellers to Purchaser, in addition to the Purchaser's payment of the Cure Costs and the Jobs in Progress Costs, Purchaser shall pay to BJS a total purchase price in the total amount of Thirty Million Dollars (USD $30,000,000) (the "Purchase Price"), of which Twelve Million Dollars (USD $12,000,000) shall be deemed to be in consideration for the Specified Assets, the Assumed Contracts and the visa-related rights (the "Specified Consideration") and Eighteen Million Dollars (USD $18,000,000) of which shall be deemed to be in consideration for the M&E Assets (the "M&E Consideration"). An amount equal to (x) the Purchase Price minus, (y) the Deposit, plus (z) the progress payment due on or about July 31, 2020 with respect to the Jereh Agreement (as defined on Schedule 2) (the "Jereh Payment") (to the extent paid by Seller prior to the Closing) (if any) shall be paid by Purchaser to Sellers by wire transfer of immediately available funds to one or more bank accounts designated by Sellers at the Closing (the "Closing Date Payment"). For greater certainty, the value of the Assumed Liabilities has been taken into account with respect to the determination of the Purchase Price payable pursuant to this Section 2.3 and the assumption of such Assumed Liabilities by the Purchaser does not constitute separate or additional considerations hereunder.

Section 2.4 Deposit.

(a) Purchaser will, by no later than 5:00 PM Central Time on July 27, 2020, make an earnest money deposit with Citibank, N.A. ("Escrow Agent") in the amount of ten percent (10%) of the Purchase Price (the "Deposit"), by wire transfer of immediately available funds for deposit into a separate escrow account (the "Deposit Escrow Account"), established pursuant to the escrow agreement by and among Sellers, Purchaser and the Escrow Agent, substantially in the form attached hereto as Exhibit A (the "Deposit Escrow Agreement"). The Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of any Seller or Purchaser and shall be applied against payment of the Purchase Price on the Closing Date.

(b) If this Agreement has been terminated by any Seller pursuant to Section 7.1(c)(i) or Section 7.1(c)(ii) (or by Purchaser pursuant to Section 7.1(b)(ii) in circumstances where any Seller would be entitled to terminate this Agreement pursuant to Section 7.1(c)(i) or Section 7.1(c)(ii)), then Sellers shall retain the Deposit together with all received investment

income, if any. For the avoidance of doubt and notwithstanding anything herein to the contrary, if this Agreement is terminated as contemplated by this Section 2.4(b) prior to the time such Deposit is actually made to the Escrow Agent, Sellers shall be entitled to be paid, and Purchaser shall be obligated to pay to Sellers, an amount equal to the Deposit, and such obligation shall survive the termination of this Agreement.

(c) If this Agreement has been terminated by either of the Sellers, on the one hand, or Purchaser on the other hand, in each case other than as contemplated by Section 2.4(b), then the Deposit, together with all received investment income, if any, shall be returned to Purchaser within five (5) business days after such termination.

(d) The Parties agree that Sellers' right to retain the Deposit, as set forth in Section 2.4(b), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Sellers for their respective efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision. Notwithstanding anything in this Agreement to the contrary, (i) Sellers' right to retain the Deposit in accordance with the terms of hereof shall be the sole and exclusive remedy of Sellers and their Affiliates against Purchaser or any of its Affiliates or any of their respective members, partners, officers, managers or representatives for any and all losses that may be suffered based upon, resulting from or arising out of Purchaser's failure to consummate the transactions contemplated by this Agreement, and (ii) upon Sellers' retention of the Deposit, none of Purchaser or any of its Affiliates or any of their respective members, partners, officers, managers or representatives shall have any further liability or obligation relating to or arising out of the circumstances giving rise to Sellers' right to retain the Deposit or otherwise under this Agreement or any other document contemplated hereby. If Sellers elect to retain the Deposit, then Sellers shall not seek any (x) equitable relief or equitable remedies of any kind whatsoever or (y) money damages or any other recovery, judgment, or damages of any kind, including consequential, indirect, special or punitive damages, in each case, relating to or arising out of Purchaser's failure to consummate the transactions contemplated by this Agreement or any other document contemplated hereby. Other than Sellers' right to retain the Deposit, Sellers' sole and exclusive remedy with respect to any matters under this Agreement shall be to seek specific performance in accordance with Section 7.14.

(e) If the Closing occurs, the Deposit shall be transferred to Sellers.

Section 2.5 Jobs in Progress Costs.

(a) Within 10 business days after the Closing Date, Sellers shall deliver to Purchaser a statement (the "Jobs in Progress Statement") setting forth Sellers' calculation of the Jobs in Progress Costs (inclusive of the Contribution Margin). Within five business days from the final determination of the Jobs in Progress Costs (as determined pursuant to Section 2.5(b) and Section 2.5(c)), Purchaser shall pay to Sellers, by wire transfer of immediately available funds to such account or accounts of Sellers as specified by BJS in writing, an amount equal to the Jobs in Progress Costs.

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(b) If Purchaser does not deliver a written notice disputing Sellers' calculation of the Jobs in Progress Costs included in the Jobs in Progress Statement and providing the basis of such dispute in reasonable detail ("Dispute Notice") within five business days of receiving the Jobs in Progress Statement, Purchaser shall be deemed to have agreed with the Jobs in Progress Statement and the calculation of the Jobs in Progress Costs set forth in the Jobs in Progress Statement shall be deemed final and settled for purposes of this Agreement.

(c) If Purchaser delivers a Dispute Notice to Sellers within five business days of receiving the Jobs in Progress Statement, then Sellers and Purchaser shall negotiate in good faith to resolve the dispute. If, after five days from the date a Dispute Notice is given hereunder, Sellers and Purchaser fail to agree on the resolution of the dispute, then a nationally recognized certified public accounting firm jointly selected by Purchaser and BJS that is not then engaged to perform accounting, tax or auditing services for Purchaser or BJS (the "Arbitrating Accountant") shall be jointly engaged as promptly as practicable to arbitrate the dispute. Within ten days after the Arbitrating Accountant accepts the engagement, as evidenced by an engagement letter signed by the Arbitrating Accountant and the Parties (the date of such acceptance being referred to herein as the "Engagement Date"), Purchaser, on the one hand, and Sellers, on the other hand, shall prepare and submit to the Arbitrating Accountant a written brief stating their respective positions on the disputed issue(s). Within ten days thereafter, Purchaser, on the one hand, and Sellers, on the other hand, shall prepare and submit to the Arbitrating Accountant a reply brief to the brief submitted by the other Party or Parties, as applicable. Within thirty days after the Engagement Date, the Arbitrating Accountant shall render its final decision based solely on the materials submitted by each Party. When acting pursuant to this Section 2.5(c), the Arbitrating Accountant shall determine whether and to what extent, if any, Sellers' calculation of the Jobs in Progress Costs (as set forth in the Jobs in Progress Statement) requires adjustment in accordance with this Agreement. The Arbitrating Accountant shall address only those issues in dispute, and may not assign a value to any item greater than the greatest value for such item claimed by a Party or less than the smallest value for such item claimed by a Party. In addition, the Arbitrating Accountant shall apportion its fees and expenses between Sellers, on the one hand, and Purchaser, on the other hand, in proportion to the difference between the relative position of each of them and the Arbitrating Accountant's ultimate determination with respect to the amount of the Jobs in Progress Costs. The decision and award of the Arbitrating Accountant, including the apportionment of its fees, shall be final and binding on the Parties and shall be subject to confirmation and entry of judgment in accordance with applicable Law. In no event shall the Arbitrating Accountant award either Party consequential, incidental, punitive or any other damages. The Jobs in Progress Costs as and if determined pursuant to the terms of this Section 2.5(c) shall be deemed final and settled for purposes of this Agreement.

Section 2.6 GST/HST. The Purchase Price is exclusive of any GST/HST and any GST/HST incurred in connection with the purchase and sale of the Purchased Assets contemplated by this Agreement shall be borne by Purchaser and shall be paid to Sellers in compliance with applicable law. Purchaser further agrees to pay any and all amounts of GST/HST payable in respect of the acquisition of the Purchased Assets under the legislation of any province of Canada, and the Parties agree to attend to the remittance thereof in accordance with such legislation.

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ARTICLE III
CLOSING

Section 3.1 Closing. The closing of the transactions contemplated by this Agreement ("Closing") shall occur within two (2) days after the conditions precedent set forth in Article VI (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived ("Closing Date") or at such other time that is mutually agreeable to Sellers and Purchaser, by a mutual exchange of electronic documents. Sellers and Purchaser agree that Closing documents that do not require originally signed copies may be signed and exchanged by electronic mail.

Section 3.2 Assumed Contracts. At the Closing and pursuant to section 365 of the Bankruptcy Code, the Sale Order and the Sale Recognition Order, Sellers shall assume and assign to Purchaser, and Purchaser shall assume from such Sellers, the Assumed Contracts. All cure costs, including all actual or pecuniary losses that have resulted from any defaults or breaches under such Assumed Contracts (the "Cure Costs"), shall be paid by Purchaser at the Closing in accordance with this Agreement and section 365 of the Bankruptcy Code.

Section 3.3 Closing Deliveries by Sellers. At or prior to the Closing, Sellers shall deliver to Purchaser:

(a) assignment and assumption agreements necessary to transfer the Purchased Assets in form and substance reasonably acceptable to Purchaser and Sellers (the "Assignment and Assumption Agreements") duly executed by the applicable Sellers;

(b) a certificate of non-foreign status executed by BJS that meets the requirements set forth in U.S. Treasury Regulations Section 1.1445-2(b)(2); and

(c) a joint written instruction, duly executed by Sellers, instructing the Escrow Agent to release to Sellers by wire transfer of immediately available funds, the Deposit.

Section 3.4 Closing Deliveries by Purchaser. At or prior to the Closing, Purchaser shall deliver to Sellers:

(a) the Closing Date Payment;

(b) the Assignment and Assumption Agreements duly executed by Purchaser; and

(c) a joint written instruction, duly executed by Purchaser, instructing the Escrow Agent to release to Sellers by wire transfer of immediately available funds, the Deposit.

ARTICLE IV
ADDITIONAL AGREEMENTS

Section 4.1 Bidding Procedures Motion. As soon as reasonably practicable following commencement of the Bankruptcy Cases (but in no event later than the day following the effective

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date of this Agreement), the Sellers shall file a motion seeking entry of the Bidding Procedures Order.

Section 4.2 Bidding Procedures. The bidding procedures, if any, to be utilized with respect to this Agreement shall be those approved in the *Bidding Procedures Order*. Purchaser agrees and acknowledges that, notwithstanding anything in this Agreement to the contrary, Sellers, including through their respective Affiliates, advisors and representatives, are and may continue soliciting inquiries, proposals, or offers from third parties for the Purchased Assets in connection with any Alternative Transaction, including through an investment banker or other means. Nothing in this Agreement shall prevent Sellers from modifying the bidding procedures as necessary or appropriate to maximize value for Sellers' respective estates in accordance with Sellers' fiduciary obligations. Within five days after entry of the Sale Order (or as soon as reasonably practicable subject to Court availability), BJC shall file an application with the Canadian Court seeking the Sale Recognition Order. For purposes of clarity, Purchaser agrees and acknowledges that, notwithstanding anything in this Agreement to the contrary, Sellers, including through their respective Affiliates, advisors and representatives, are and may continue soliciting inquiries, proposals, or offers from third parties for the Purchased Assets in connection with any Alternative Transaction.

Section 4.3 Auction. Subject to the terms of the *Bidding Procedures Order*, on or prior to August 12, 2020 (or such later date as agreed in writing by all of the Parties hereto, which may be by email correspondence among counsel), the Sellers shall commence the auction (an "Auction") contemplated by the Bidding Procedures, if any Qualified Bid is submitted prior to the Bid Deadline. For the avoidance of doubt, Sellers may conduct an auction process utilizing dates consistent with this Agreement even if approval of such process is not required by the Bankruptcy Court. Subject to the terms of the *Bidding Procedures Order*, on or prior to August 10, 2020 (or such later date as agreed in writing by all of the Parties hereto, which may be by email correspondence among counsel) (the "Bid Deadline"), any and all Qualified Bids shall have been submitted pursuant to the *Bidding Procedures Order*.

Section 4.4 Sale Hearing. The *Bidding Procedures Order* shall contemplate the occurrence of a Sale Hearing (as defined therein) on or prior to August 14, 2020.

Section 4.5 Operations Pending Closing. From the date of this Agreement until the earlier of the termination of this Agreement or the Closing, and taking into account the commencement and pendency of the Bankruptcy Cases and, except with respect to Section 4.5(a), Sellers' liquidity and financing limitations associated therewith, except (x) as required by applicable Law, (y) as otherwise expressly required by terms of this Agreement or (z) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), Sellers shall operate the Purchased Assets in the ordinary course of business. Without limiting the generality of or any exception to the foregoing, Sellers shall, from the date of this Agreement through the Closing:

(a) operate the M&E Assets consistent with their operation immediately prior to the date of this Agreement;

(b) service the customers of the M&E Assets in the ordinary course of business;

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(c) maintain the Purchased Assets in good operating condition, ordinary wear and tear excepted, in the ordinary course of business; and

(d) not terminate (other than by expiration), amend or modify the terms of (other than by automatic extension or renewal) any Assumed Contract (other than any purchase orders).

The Parties acknowledge and agree that Sellers shall be subject to any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code.

Section 4.6 Background Licenses to Mixed-Use Intellectual Property.

(a) With respect to intellectual property rights (other than trademarks and domain names and the rights marked as "Excluded IP Rights" on Schedule 1, but expressly including the BJ Services Marks) included in the Purchased Assets, Purchaser hereby grants to Sellers a non-exclusive, royalty-free, fully paid up, irrevocable, worldwide, perpetual (subject to the next sentence) right and license to use such intellectual property rights for the sole and exclusive purpose of performing any remaining obligations of Sellers under the existing scope of any existing contracts to which a Seller (or its respective successor(s) and/or assign(s)) is a party (so long as such contract remains valid and enforceable, and is not rejected under 365(a) of the Bankruptcy Code). At such time as none of the Sellers (or any of their respective successor(s) and/or assign(s)) has any such further obligations, the foregoing license shall terminate.

(b) In addition, with respect to intellectual property rights (other than trademarks and domain names and the rights marked as "Excluded IP Rights" on Schedule 1) included in the Purchased Assets, Purchaser hereby grants to Sellers a non-exclusive, royalty-free, fully paid up, irrevocable, worldwide, perpetual right and license to use such intellectual property rights for the sole purpose of operating or maintaining any existing machinery, systems or equipment where such use is substantially similar to the historical use of such machinery, systems and equipment.

(c) The foregoing licenses (subject to each of the limitations set forth in the preceding paragraphs) shall be transferable or sublicenseable to any purchaser or purchasers of assets relating to the Sellers' retained businesses or relating to any line of business therein, including in connection with any acquirer pursuant to a plan of reorganization.

(d) In addition, Purchaser hereby grants to Sellers a non-exclusive, royalty-free, fully paid up, irrevocable, worldwide, perpetual (subject to the next sentence) right and license to use the BJ Services Marks for purposes of the wind-down of Sellers' remaining business and the sale of any remaining assets of Sellers, including the conduct of any court-ordered sale process or any other sale pursuant to section 363 of the Bankruptcy Code. At such time as none of the Sellers has any further business operations or any further assets to be sold, the foregoing license shall terminate. Further, Purchaser hereby grants to any purchaser or purchasers of Excluded Assets, to the extent consented to by Sellers, a non-exclusive, royalty free, fully paid up, irrevocable, worldwide, perpetual right and license to use the BJ Services Marks for a reasonable period of time after the purchase of any Excluded Asset from Sellers or their designees in order to permit the purchaser of such asset(s) to remove or cover any existing branding from such asset(s).

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(e) With respect to intellectual property rights, other than patents, trademarks and domain names, owned by any of the Sellers, not included in the Purchased Assets and used in or reasonably necessary for the operation of the Purchased Assets, Sellers hereby grant to Purchaser a non-exclusive, royalty-free, fully paid up, irrevocable, worldwide, perpetual right and license to use such intellectual property rights for use in or operation of the Purchased Assets.

Section 4.7 Bankruptcy Actions.

(a) Purchaser shall promptly take all actions as are reasonably requested by any Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order or any other order reasonably necessary in connection with the transactions contemplated by this Agreement (including the Sale Recognition Order) as promptly as practicable, including furnishing affidavits, financial information, or other documents or information for filing with the Bankruptcy Court and making such employees and advisors or representatives of Purchaser and its Affiliates available to testify before the Bankruptcy Court for the purposes of, among other things providing necessary assurances of performance by Purchaser under this Agreement, and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code, as well as demonstrating Purchaser's ability to pay and perform or otherwise satisfy any Assumed Liabilities following the Closing.

(b) Each of Sellers and Purchaser shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by any of the other Parties or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement, the Sale Order or the Sale Recognition Order, and (ii) keep the other Parties reasonably apprised of the status of material matters related thereto, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by Sellers from the Bankruptcy Court or any third party and/or any Governmental Authority with respect to the transactions contemplated by this Agreement, the Sale Order or the Sale Recognition Order.

(c) The Sellers' obligations under this Agreement and in connection with the transactions contemplated hereby and thereby are subject to entry of and, to the extent entered, the Sale Order and the Sale Recognition Order. Nothing in this Agreement shall require any Seller to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

(d) Sellers and Purchaser acknowledge that this Agreement and the sale of the Purchased Assets are subject to higher and better bids, the *Bidding Procedures Order*, Bankruptcy Court approval and Canadian Court approval. Sellers and Purchaser acknowledge that Sellers must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best transaction in connection with the Purchased Assets, including giving notice thereof to the creditors of Sellers and other interested parties, providing information about Sellers to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, determining in Sellers' business judgment to conduct an Auction. The bidding procedures, if any, to be employed with respect to this Agreement and any Auction shall be those approved in the *Bidding Procedures Order*.

(e) Notwithstanding any other provision of this Agreement to the contrary, Purchaser acknowledges that Sellers and their respective Affiliates and advisors or representatives are and may continue soliciting inquiries, proposals, or offers for the Purchased Assets in connection with any Alternative Transaction.

(f) Purchaser shall provide adequate assurance of future performance as required under section 365 of the Bankruptcy Code for the Assumed Contracts. Purchaser agrees that it will take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Contracts, such as furnishing affidavits, non-confidential financial information, and other documents or information for filing with the Bankruptcy Court and making Purchaser's advisors and representatives available to testify before the Bankruptcy Court.

(g) If an Auction is conducted, and Purchaser is not the prevailing party at the conclusion of such Auction (such prevailing party, the "Successful Bidder") but is the next highest bidder at the Auction, Purchaser shall be required to serve as a back-up bidder (the "Backup Bidder") and keep Purchaser's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction) open and irrevocable until this Agreement is otherwise terminated. If the Successful Bidder fails to consummate the applicable transaction as a result of a breach or failure to perform on the part of such Successful Bidder, the Backup Bidder will be deemed to have the new prevailing bid, and Sellers may consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may have been improved upon in the Auction).

Section 4.8 Regulatory Approvals.

(a) Subject to the terms and conditions of this Agreement, each Party shall, and shall cause its Affiliates to, use its reasonable best efforts to, to the extent necessary, (i) file (A) any required Notification and Report Form pursuant to HSR Act, with respect to the transactions contemplated by this Agreement no later than ten (10) business days after the date hereof, and (B) any other filing or notification required pursuant to any other competition or antitrust related legal or regulatory requirements of domestic and/or foreign jurisdictions, commissions or governing bodies (along with the HSR Act, "Antitrust Laws") with respect to the transactions contemplated by this Agreement as soon as reasonably practicable following the date hereof; (ii) supply as promptly as practicable any additional information and documentary material that may be requested or required pursuant to any Antitrust Laws, including a request for additional information or documentary material issued pursuant to the HSR Act (a "second request"); and (iii) request early termination of the initial waiting period under the HSR Act, and otherwise cause the expiration or termination of the applicable waiting periods under the HSR Act or any other Antitrust Laws as soon as practicable. For the avoidance of doubt, Purchaser will be responsible for the payment of any filing fees in connection with any notifications required by the HSR Act or any other Antitrust Laws.

(b) In connection with the efforts referenced in this Section 6.2(c) to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement under any Antitrust Laws, each Party shall use reasonable best efforts to (i) cooperate with each other in

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connection with any filing or submission; (ii) supply the other Parties with any information that may be required in order to make such filings, (iii) keep the other Parties informed in all material respects of any substantive communication received by such Party from, or given by such Party to, any Governmental Authority regarding any of the transactions contemplated by this Agreement; and (iv) to the extent permitted by applicable Law and reasonably practicable, permit the other Parties to review any substantive communication given to it by, and consult with each other in advance of any meeting or conference with, any Governmental Authority. Neither Sellers nor Purchaser will participate in any substantive meeting or discussion with any Governmental Authority with respect of any filings, applications, investigation, or other inquiry without giving the other prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Authority and reasonably practicable, the opportunity to attend and participate in such meeting or discussion (which, at the request of either Sellers or the Purchaser, will be limited to outside antitrust counsel only). Sellers will have the right to review (subject to appropriate redactions for confidentiality and attorney-client privilege concerns) and approve the content of any presentations, white papers, or other written materials to be submitted to any Governmental Authority in advance of any such submission.

(c) Without limiting the generality of this Section 4.5(c), if any objections are asserted with respect to the transactions contemplated by this Agreement under any Antitrust Laws or if any suit is instituted or threatened by any Governmental Authority challenging any of the transactions contemplated by this Agreement as violative of any Antitrust Laws, then each of the Parties shall use reasonable best efforts to resolve such objections or challenges as such Governmental Authority may have to such transactions. Notwithstanding the foregoing, reasonable best efforts on the part of the Purchaser and its Affiliates includes, but is not limited to, (i) committing to or effecting by consent decree, hold separate order or otherwise, the sale or disposition of any assets, securities, rights, products, leases, business or other properties, operations or interests (including entering into customary ancillary agreements relating to any such sale, divestiture, licensing or disposition of such assets or businesses), and (ii) contesting, resisting or seeking to have vacated, lifted reversed or overturned any order, whether temporary, preliminary or permanent that prohibits, prevents or restricts the consummation of the transactions contemplated by this Agreement.

(d) Purchaser will not, and will not permit any of its Affiliates to, acquire or agree to acquire (by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner), any Person or portion thereof, or otherwise acquire or agree to acquire any assets, if the entering into a definitive agreement relating to, or the consummation of, such acquisition, merger or consolidation could reasonably be expected to (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any permits, orders or other approvals of any Governmental Authority necessary to consummate the transactions contemplated by this Agreement or the expiration or termination of any applicable waiting period, (ii) increase the risk of any Governmental Authority entering an order prohibiting the consummation of the transactions contemplated by this Agreement or (iii) otherwise delay the consummation of the transactions contemplated by this Agreement.

Section 4.9 Jereh Payment. The Sellers shall, between the date of this Agreement and the Closing, use their reasonable efforts to cause Jereh (as defined in Schedule 2) to extend the

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date by which the Jereh Payment must be made such that the Jereh Payment may be made after the Closing has occurred.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of Sellers. Each Seller (jointly and severally with the other Sellers) represents and warrants to Purchaser that the following statements are true and correct as of the date hereof and as of the Closing Date:

(a) Organization. Such Seller is an entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, as applicable, and is qualified to do business in each other jurisdiction where such Seller's business related to the Purchased Assets requires it to be so qualified. Such Seller has all requisite power and authority to own, lease and operate its properties and, taking into account the commencement and pendency of the Bankruptcy Cases and Sellers' liquidity and financing limitations associated therewith, to carry on its applicable portion of the operations associated with the Purchased Assets.

(b) Authorization. Subject to requisite Bankruptcy Court and Canadian Court approvals, such Seller has all requisite corporate power and authority to execute and deliver this Agreement and any documents and agreements to be executed and delivered in connection herewith (the "Ancillary Deliverables") to which such Seller is a party, to perform its obligations hereunder and thereunder, and to carry on the operations of the Purchased Assets as it is now being conducted. Subject to requisite Bankruptcy Court and Canadian Court approvals, and assuming this Agreement is a valid and binding obligation of Purchaser, the execution and delivery of this Agreement and the Ancillary Deliverables and the consummation of the transactions contemplated hereby or thereby by such Seller have been duly authorized by all necessary action on the part of such Seller, and no further action is necessary for such Seller to execute and deliver this Agreement and the Ancillary Deliverables to which such Seller is a party and to perform the obligations of such Seller hereunder and thereunder. This Agreement and the Ancillary Deliverables to which such Seller is a party have been duly executed and delivered by such Seller and constitute the legal, valid and binding obligations of such Seller enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application referring to or affecting the enforcement of creditors' rights, or by general equitable principles.

(c) No Violation; Consents. Assuming that requisite Bankruptcy Court and Canadian Court approvals are obtained, the requirements of the HSR Act and any other applicable antitrust, competition or merger control Laws promulgated by any Governmental Authority are complied with and any filings required by any applicable federal or state securities or "blue sky" Laws are made (collectively, the "Requisite Approvals"), the execution, delivery and performance of this Agreement and the Ancillary Deliverables by such Seller and the consummation of the transactions contemplated thereby will not (i) violate any provision of the certificate of formation, articles of incorporation, bylaws, operating agreement or other analogous charters or governing documents of such Seller, (ii) violate any Law or order of any Governmental Authority by which such Seller or any of its properties or assets are bound or (iii) result in a violation or breach of, or

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constitute a default under, or result in the creation of any Lien (other than Permitted Liens) upon, or create any rights of termination, cancellation or acceleration in any Person with respect to any contract to which such Seller is a party or any permit of such Seller, or any other contract, indenture, mortgage or instrument to which such Seller is a party or by which any of their respective properties or assets are bound. No order or filing, including without limitation any consent, approval or other authorization of any Governmental Authority or under any contract to which such Seller is a party or by which its respective portion of the Purchased Assets are bound, is required as a result of or in connection with the execution or delivery of this Agreement and the Ancillary Deliverables or the consummation by such Seller of the transactions contemplated hereby except the Requisite Approvals.

(d) Title; Condition of Assets. Except as expressly disclosed to the Purchaser in writing, Sellers collectively own all of the Purchased Assets free and clear of any Lien except for Permitted Liens.

Section 5.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Sellers that the following statements are true and correct as of the date hereof and as of the Closing Date:

(a) Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) Power and Authority of Purchaser; Authorization. Purchaser has all requisite limited liability company power and authority to execute and deliver this Agreement and the Ancillary Deliverables to which it is a party, and to perform Purchaser's obligations hereunder and thereunder. The execution and delivery of this Agreement and the Ancillary Deliverables to which Purchaser is a party and the consummation of the transactions contemplated hereby or thereby have been duly authorized by all necessary limited liability company action on the part of Purchaser, and no further action is necessary for Purchaser to execute and deliver this Agreement and Purchaser's Ancillary Deliverables and to perform the obligations of Purchaser hereunder and thereunder. This Agreement and the Ancillary Deliverables to which Purchaser is a party have been and will be duly executed and delivered by Purchaser and constitute the legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application referring to or affecting the enforcement of creditors' rights, or by general equitable principles.

(c) Financing. Purchaser (i) has as of the date hereof sufficient funds to deliver the Deposit and access to committed capital subscriptions to pay the remainder of the Purchase Price at the Closing and (ii) will have at the Closing sufficient funds in an aggregate amount necessary to pay the Purchase Price, to perform the Assumed Liabilities as they become due in accordance with their terms and to consummate all of the other transactions contemplated by this Agreement. Purchaser is and shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and the related Assumed Liabilities. As of the date hereof, Purchaser has provided Sellers with a true,

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correct and complete copy of the Equity Commitment Letter, which has been duly authorized and executed by Purchaser and the other signatories thereto, and constitutes the legal, valid and binding obligation of the Purchaser and the other parties thereto enforceable by Purchaser against each such other party in accordance with its terms.

(d) No Outside Reliance. Notwithstanding anything in this Agreement to the contrary, Purchaser acknowledges and agrees that the representations and warranties made by Sellers in Section 5.1 (as qualified therein) (the "Express Representations") are the sole and exclusive representations, warranties and statements of any kind made to Purchaser and on which Purchaser and any of its Affiliates may rely in connection with the transactions contemplated by this Agreement. Purchaser acknowledges and agrees that (other than solely to the extent expressly set forth in the Express Representations) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, contracts, or prospects of the Fracturing Business, the Purchased Assets or the Sellers, or the quality, quantity or condition of the Fracturing Business's or the Purchased Assets, in each case, are specifically disclaimed by Sellers, and that neither Purchaser nor any of its Affiliates has relied on any such representations, warranties or statements. Purchaser acknowledges and agrees that it has conducted to its full satisfaction an independent investigation and verification of the Fracturing Business and the Purchased Assets, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser has relied solely on the results of its or its Affiliates' own independent investigation and verification, and has not relied on, is not relying on, and will not rely on, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or advisors or representatives, in each case, whether written or oral, made or provided by Sellers or any of their respective Affiliates, advisors or representatives, or any failure of any of the foregoing to disclose information, except to the extent expressly set forth in the Express Representations.

ARTICLE VI
CONDITIONS PRECEDENT

Section 6.1 Conditions to Purchaser's Obligations. Purchaser's obligation to effect the Closing shall be subject to the satisfaction or Purchaser's waiver of the following conditions:

(a) all representations and warranties of Sellers contained in this Agreement shall be true and correct in all material respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all material respects as of such date);

(b) each Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by such Seller at or prior to the Closing;

(c) the total cure costs for the Assumed Contracts provided on Schedule 2 shall not exceed the amount of cure costs listed on Schedule 2 by an amount equal to more than 20% for such Assumed Contracts in the aggregate;

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(d) the Bankruptcy Court shall have entered the Sale Order, and the effectiveness of the Sale Order shall not be subject to any stay;

(e) the Canadian Court shall have entered the Sale Recognition Order, and the effectiveness of the Sale Recognition Order shall not be subject to any stay;

(f) there shall be no order from any Governmental Authority in existence that prohibits or restricts the sale of the Purchased Assets to Purchaser;

(g) all Assumed Contracts are in full force and effect; and

(h) Sellers shall have delivered or caused to be delivered all of the items set forth in Section 3.3.

Section 6.2 Conditions to Sellers' Obligations. Sellers' obligation to effect the Closing shall be subject to the satisfaction or BJS' waiver of the following conditions:

(a) all representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all material respects as of such date);

(b) there shall be no order from any Governmental Authority in existence that prohibits or restricts the sale of the Purchased Assets to Purchaser;

(c) the applicable waiting period under the HSR Act shall have expired or been terminated and any approvals necessary or any suspensory period in effect under any other Antitrust Laws shall have been received or expired, respectively; and

(d) Purchaser shall have delivered or caused to be delivered all of the items set forth in Section 3.4.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of BJS and Purchaser;

(b) by Purchaser by written notice to BJS if:

(i) Purchaser is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by any Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VI and such breach, inaccuracy or failure has not been cured by the applicable Seller within thirty (30) days of the applicable Seller's receipt of written notice of such breach from Purchaser;

(ii) the Closing shall not have occurred on or before August 28, 2020 (or such other date as is mutually agreed to by the Parties in writing) (the "Outside Date"), unless such failure shall be due to the failure of Purchaser to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(iii) the Sale Order has not been entered by the Bankruptcy Court by August 14, 2020; or

(iv) if any Seller enters into one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Backup Bidder at the Auction or the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Backup Bidder; provided that Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 7.1(b)(iv) until after the thirtieth (30th) day following entry by the Bankruptcy Court of an order authorizing and approving an Alternative Transaction with the Successful Bidder at the Auction (and, notwithstanding Purchaser not having been the Successful Bidder or the Backup Bidder at the Auction, until such time (if any) as Purchaser terminates this Agreement pursuant to this Section 7.1(b)(iv), the obligations of Purchaser to consummate the transactions contemplated by this Agreement shall remain unaffected by Purchaser's right to terminate this Agreement pursuant to this Section 7.1(b)(iv));

(c) by Sellers by written notice to Purchaser if:

(i) no Seller is then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Purchaser pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VI and such breach, inaccuracy or failure has not been cured by Purchaser within thirty (30) days of Purchaser's receipt of written notice of such breach from any Seller;

(ii) if all of the conditions set forth in Section 6.1 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived and Purchaser fails to complete the Closing at the time required by Section 3.1;

(iii) the Closing shall not have occurred on or before the Outside Date, unless such failure shall be due to the failure of any Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(iv) if any Seller or the board of directors (or similar governing body) of any Seller determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with its or such Person's fiduciary duties;

(v) if any Seller enters into one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Backup Bidder at the Auction or the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Backup Bidder;

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(vi) the Sale Order has not been entered by the Bankruptcy Court by August 14, 2020; or

(vii) the Sale Recognition Order has not been granted by the Canadian Court by the earliest available date on the commercial list schedule for the Canadian Court, in accordance with Article IV and the filing deadlines set out in the Commercial Practice Note No. 1 of the Canadian Court dated June 15, 2015; or

(d) by BJS or Purchaser in the event that (i) there shall be any applicable law that makes the consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued any order enjoining the transactions contemplated by this Agreement, and such order shall have become final and non-appealable.

In the event of termination of this Agreement pursuant to this Section 7.1, this Agreement shall forthwith become void and there shall be no Liability on the part of any Party or any of its partners, officers, directors or shareholders; provided that Section 2.4, this last sentence of Section 7.1, and Section 7.8 through Section 7.15 shall survive any such termination.

Section 7.2 Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement provisions hereof, each Party shall, and shall cause its advisors to, use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable law to cause the transactions contemplated herein to be effected as soon as practicable (subject to the following sub-clause (b)) in accordance with the terms hereof and to cooperate with each other Party and its advisors in connection with any step required to be taken as a part of its obligations hereunder. The "reasonable best efforts" of Sellers will not require Sellers or any of their subsidiaries, Affiliates or advisors to expend more than a *de minimis* amount of money to remedy any breach of any representation or warranty to commence any action, to waive or surrender any right, to modify any contract or to waive or forego any right, remedy or condition hereunder.

(b) The obligations of Sellers pursuant to this Agreement, including this Section 7.2, shall be subject to any orders entered, or approvals or authorizations granted or required, by or under the Canadian Court, Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Case, and including entry of the *Bidding Procedures Order* (if applicable), the Sale Order and the Sale Recognition Order), any debtor-in-possession financing or order authorizing the use of cash collateral of the Sellers (including any budgets in connection with such financing or use of cash collateral), and each of Sellers' obligations as a debtor-in-possession to comply with any order of the Canadian Court or the Bankruptcy Court (including the *Bidding Procedures Order* (if applicable)) and Sellers' duty to seek and obtain the highest or otherwise best transaction for the Acquired Assets as required by the Bankruptcy Code.

Section 7.3 Alternate Transaction. If Sellers are unable to satisfy all of the conditions to Purchaser's obligations with respect to the M&E Assets by the Outside Date but are able to satisfy the conditions to Purchaser's obligations with respect to the Purchased Assets other than

the M&E Assets (or Purchaser has waived such conditions), Purchaser may, subject to any requisite Bankruptcy Court approvals, in its sole and absolute discretion, elect to consummate the acquisition of the Purchased Assets other than the M&E Assets for the Specified Consideration and on the other terms set forth in this Agreement, *mutatis mutandis*. If Sellers are unable to satisfy all of the conditions to Purchaser's obligations with respect to the Purchased Assets other than the M&E Assets by the Outside Date but are able to satisfy the conditions to Purchaser's obligations with respect to the M&E Assets (or Purchaser has waived such conditions), Purchaser may, subject to requisite Bankruptcy Court approvals, in its sole and absolute discretion, elect to consummate the acquisition of the M&E Assets for the M&E Consideration and on the other terms set forth in this Agreement, *mutatis mutandis*. In each such case, Sellers shall, upon such election by Purchaser, proceed with such transaction on the other terms set forth in this Agreement.

Section 7.4 Necessary Consents. Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not affect the assignment or transfer of any Purchased Asset if an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party thereto (each such action, a "Necessary Consent"), would constitute a breach thereof or of any Law or order or in any way adversely affect the rights of Purchaser thereunder. In such event, Sellers and Purchaser will (a) use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Purchased Asset or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to Purchaser and (b), in the event a Necessary Consent is not obtained, cooperate in good faith in any lawful and commercially reasonable arrangement, including subcontracting, licensing, or sublicensing to Purchaser any or all of such Seller's rights and obligations with respect to any such Purchased Asset under which (i) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related tax costs imposed on such Seller or its Affiliates) and (ii) Purchaser shall assume any related burden and obligation (including performance) with respect to such Purchased Asset. Notwithstanding the foregoing, neither any Seller nor Purchaser shall be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any litigation or legal proceedings to obtain any such consent or approval.

Section 7.5 Further Assurances. Each party agrees, without further consideration, to cooperate and to promptly execute such other and further documents, instruments and papers after the Closing Date which are required to fully transfer the Purchased Assets to Purchaser. To the extent that either Party discovers after the Closing Date that (i) any rights, interests or assets intended to be transferred and conveyed to Purchaser through this Agreement were inadvertently not conveyed to Purchaser, or (ii) any rights, interests or assets not intended to be transferred and conveyed to Purchaser through this Agreement were inadvertently conveyed to Purchaser, then each Party shall cooperate and take, at such Party's sole cost and expense, such actions as are necessary to effectuate the transfer and conveyance, or as the case may be, the retransfer to the relevant other Party, of such rights, interests and assets without payment of further consideration.

Section 7.6 Transfer Taxes. Any transfer, documentary, sales, use, stamp, registration and other similar taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the transfer of the Purchased Assets to Purchaser pursuant to this Agreement and not exempted under the Sale Order or the Sale

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Recognition Order, by Section 1146(a) of the Bankruptcy Code or applicable state or municipal law ("Transfer Taxes") shall be borne by Purchaser. Purchaser will, at its own expense, file all necessary tax returns and other documentation with respect to all Transfer Taxes, and, if required by applicable law, the Parties will, and will cause their Affiliates to, join in the execution of any such tax returns and other documentation.

Section 7.7 Allocation of Purchase Price. Purchaser and Sellers shall use commercially reasonable efforts to agree to an allocation of the Specified Consideration (and other items treated as consideration for federal income tax purposes) among the Specified Assets, the Assumed Contracts and the visa-related rights and the M&E Consideration (and other items treated as consideration for federal income tax purposes) among the M&E Assets in accordance with Code §1060 and the regulations thereunder (and any similar provision of state, local, or non-U.S. law, as appropriate) (the "Tax Allocation") within 30 days after the Closing Date. If Sellers and Purchaser reach an agreement with respect to the Tax Allocation pursuant to the foregoing sentence, Sellers and Purchaser each agree to report, and to cause their respective Affiliates to report, the U.S. federal, state and local income and other tax consequences of the transactions contemplated herein, and in particular to report the information required by Code §1060(b), and to jointly prepare Internal Revenue Service Form 8594 (Asset Acquisition Statement under Section 1060) in a manner consistent with the Tax Allocation, as may be revised to take into account subsequent adjustments to the Purchase Price, and shall not take any position for U.S. federal, state or local income tax purposes inconsistent therewith upon examination of any tax return, in any refund claim, in any tax litigation, investigation or otherwise, unless required to do so by a "determination" (as defined in Code §1313(a)(1)), or with such other Party's prior consent; provided, however, that nothing contained herein shall prevent Purchaser or Sellers from settling any proposed deficiency or adjustment by any taxing authority based upon or arising out of the Tax Allocation, and neither Purchaser nor Sellers shall be required to litigate before any court any proposed deficiency or adjustment by any taxing authority challenging the Tax Allocation. If Sellers and Purchaser do not reach an agreement with respect to the Tax Allocation under this Section 7.7, Sellers and Purchaser shall be free to file their own asset allocation statements and shall not be subject to the reporting requirements of this Section 7.7. In addition to the Tax Allocation, the Purchaser and Seller shall use commercially reasonable efforts to agree to an allocation of the Purchase Price as between the Purchased Assets sold by each Seller. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 7.7 shall survive the Closing without limitation.

Section 7.8 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date of delivery in person or by facsimile (receipt confirmed) or of deposit in the United States mail, postage prepaid, if sent by registered or certified mail, return receipt requested, addressed as follows:

If to Purchaser:

Winston & Strawn LLP
2121 N. Pearl Street, Suite 900
Dallas, Texas 75201

If to Sellers:

BJ Services, LLC
11211 FM 2920 Rd.
Tomball, Texas 77375

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Attn: David Lange
Email: dlange@winston.com

Attn: John R. Bakht, General Counsel
Email: john.bakht@bjservices.com

with copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg
Christopher T. Greco
E-mail: joshua.sussberg@kirkland.com
cgreco@kirkland.com

and with copy to:

Bennett Jones LLP
4500 Bankers Hall East
855-2nd Street SW
Calgary, AB, Canada T2P 4K7
Attn: Harinder Basra
Kelsey Meyer
E-mail: basrah@bennettjones.com
meyerk@bennettjones.com

Any Party may change its address for receipt of notices and other communications hereunder by giving appropriate written notice to the other Parties in accordance with the provisions of this Section 7.8.

Section 7.9 Governing Law; Exclusive Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of laws principles save and except that the CCAA shall apply with respect to the application to the Canadian Court for the Sale Recognition Order. Subject to the foregoing, the Parties hereby agree that any litigation arising hereunder shall be filed in and resolved exclusively in the Bankruptcy Court or, if the Bankruptcy Court is unwilling or unable to hear such litigation, in the federal or state courts located in Harris County, Texas, United States of America. Each Party hereby irrevocably consents to the personal jurisdiction of such courts and agrees that venue shall be exclusive with such courts.

Section 7.10 Amendment and Waiver. This Agreement may be amended or modified only by written instrument executed by all of the Parties. A waiver of any term or condition of this Agreement shall only be effective if in writing. No waiver by any Party of any breach of any of the covenants to be performed by any other Party shall be construed as a waiver of any subsequent breach of the same term or condition, or a waiver of any other term or condition of this Agreement.

Section 7.11 Assignment. No Party shall assign this Agreement, or any right or duty hereunder, voluntarily or involuntarily, by operation of law or otherwise, without the prior written

consent of the other Parties (which consent shall not be unreasonably withheld, delayed or conditioned).

Section 7.12 AS IS Transaction. UPON CLOSING, IT IS UNDERSTOOD THAT, EXCEPT WITH RESPECT TO THE EXPRESS REPRESENTATIONS, PURCHASER HAS ACCEPTED THE PURCHASED ASSETS IN THEIR "AS IS" CONDITION. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY, EITHER EXPRESS OR IMPLIED, AND NO REPRESENTATION AS TO THE CONDITION OF SAID PURCHASED ASSETS, THEIR FITNESS FOR ANY PARTICULAR USE OR MERCHANTABILITY, HAS BEEN GIVEN OR IS BINDING UPON SELLERS, ALL OF WHICH SUCH IMPLIED WARRANTIES ARE DISCLAIMED BY PURCHASER. Purchaser acknowledges and agrees that it will, and it will cause its Affiliates to, not assert, institute, or maintain any proceeding, action or lawsuit that makes any claim contrary to this Section 7.12 and Section 5.2(d), including any such proceeding, action or lawsuit with respect to any information, statements, disclosures, or materials, in each case whether written or oral, provided to Purchaser or its Affiliates or their respective advisors and representatives by any Seller or any of their respective Affiliates, or any failure by any of the foregoing to disclose any information. Purchaser acknowledges and agrees that the covenants and provisions contained in this Section 7.12 and Section 5.2(d) require performance after the Closing and are an integral part of the transactions contemplated by this Agreement and that Sellers would not have entered into this Agreement without such covenants and provisions.

Section 7.13 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for five (5) years following the Closing Date. Purchaser and Sellers acknowledge and agree that the agreements contained in this Section 7.13 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for five (5) years; and (b) are an integral part of the transactions contemplated hereby and that, without such agreements, none of the Parties would enter into this Agreement.

Section 7.14 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that (a) the Parties will be entitled to seek an injunction or injunctions, specific performance or other equitable relief to remedy breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither Sellers nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any

Party pursuing an injunction or injunctions or other order to remedy breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement will not be required to provide any bond or other security in connection with any such order. If, prior to the Outside Date, any Party brings any action to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (y) for the period during which such action is pending, plus ten (10) days or (z) by such other time period established by the court presiding over such action, as the case may be. In no event will this Section 7.14 be used, alone or together with any other provision of this Agreement, to require any Seller to remedy any breach of any representation or warranty of any Seller made herein. In furtherance of and to the same extent as the foregoing, it is acknowledged and agreed that Sellers shall be entitled to seek specific performance to enforce the terms of the Equity Commitment Letter against the parties thereto and Purchaser's rights thereunder.

Section 7.15 Miscellaneous. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the Parties. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party but all of which taken together shall constitute one and the same Agreement. The section headings in this Agreement are included for convenience only and shall not affect the interpretation of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor case. It is the intention of the Parties that nothing in this Agreement shall be deemed to create any right or cause of action in or on behalf of any Person other than the Parties. If any provision of this Agreement is found to be contrary to Law or unenforceable by a court of competent jurisdiction, then the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the Parties shall negotiate in good faith a substitute provision.

Section 7.16 Delegation. By execution of this Agreement, BJC hereby irrevocably constitutes and appoints BJS to act as agent and attorney-in-fact for and on its behalf regarding any matter relating to the Escrow Agreement, including in BJS's capacity as "Seller Representative" thereunder and in taking all such other actions as BJS shall deem necessary or appropriate, in its discretion, for the accomplishment of the transactions contemplated by the Escrow Agreement, and BJC agrees to be bound by all agreements and determinations made by and documents executed and delivered by BJS pursuant to the foregoing authority granted to BJS. BJS will not be liable for any act taken or omitted to be taken under the Escrow Agreement, while acting in good faith, and any act taken or omitted to be taken pursuant to the advice of counsel will be conclusive evidence of such good faith. BJS shall be entitled to rely, and shall be fully protected in relying, upon, any statements furnished to BJS by BJC or any third party or any other evidence deemed by BJS to be reliable, and BJS shall be entitled to act on the advice of its selected counsel. Any such decision, act, consent or instruction given by BJS pursuant to the foregoing grant shall be final, binding and conclusive upon BJC, and Purchaser and the Escrow Agent may rely upon

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any such decision, act, consent or instruction without any liability to, or obligation to inquire of, BJC. The appointment and power of attorney made in this Section 7.16 shall to the fullest extent permitted by applicable Law be deemed an agency coupled with an interest and all authority conferred hereby shall to the fullest extent permitted by Law be irrevocable and not be subject to termination by operation of applicable Law, whether by the death or incapacity or liquidation or dissolution of BJC or the occurrence of any other event or events. Any action taken by BJS on behalf of BJC pursuant to this Section 7.16 shall be as valid as if any such death, incapacity, liquidation, dissolution or other event had not occurred, regardless of whether or not BJC, BJS, any related Person or Purchaser shall have received notice of any such death, incapacity, liquidation, dissolution or other event.

[Signatures on following page]

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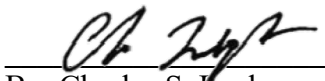
IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first above written.

PURCHASER

TES ASSET ACQUISITION, LLC



By: Charles S. Leykum
Its: Manager

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SELLERS

BJ SERVICES, LLC

By: _____
Name: Anthony C. Schnur
Its: Chief Restructuring Officer

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BJ SERVICES HOLDINGS CANADA ULC

By: _____

Name: John R. Bakht

Its: Vice President & Secretary

SCHEDULE 1

Purchased Assets

M&E Assets

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Blender	Trailer	BLENDER 125 E EXT - MkII	PRAT	2009	Down	1P9CP40269B343100
Frac Blender	Trailer	125EX FRAC BLENDER W/16BBL MIXING TUB - MkII	PRAT	2012	Active	1P9CP4021CB343092
Frac Blender	Trailer	BLENDER 125 EX 16 BBL TUB - MkII	PRATT INDUSTRIES, INC.	2010	Active	1P9CP4024AB343133
Frac Blender	Trailer	BLENDER 125 E EXT MKII	PRATT INDUSTRIES, INC.	2011	Active	1P9CP4024BB343697
Chem Add	Trailer	CHEM INJ TRAILER ENCLOSED	Peerless	2005	Active	2PLC040205BJ11997
Chem Add	Trailer	SRA-5 Hydra-Frac Liquid Chem Add Trailer	Peerless	2007	Active	2PLC042347GJ13179
Chem Add	Trailer	SRA-5 Hydra-Frac Liquid Chem Add Trailer	Peerless	2007	Active	2PLC042397BH13177
Chem Add	Trailer	SRA-5 Hydra-Frac Liquid Chem Add Trailer	Peerless	2007	Active	2PLC042307BH13178
Chem Add	Trailer	SRA-5 Hydra-Frac Liquid Chem Add Trailer	Peerless	2007	Active	2PLC042367BK13183
Data Van	Body Load	STC-2600 Datavan Fracturing	Kenworth	2007	Active	1NKCL40X07R932535
Data Van	Body Load	STV-2600 Hydra-Frac Data Van Truck	Kenworth	2007	Active	1NKCL40X37R932531
Hydration Unit	Trailer	HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4322EB343391
Hydration Unit	Trailer	UNIT ASSY,HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4324EB343392
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC1CD016957
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC5CD016959

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUCXCD016990
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC0CD016996
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC2CD016997
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC4CD016001
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Down	2T9SASUC6CD016002
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Down	2T9SASUC1CD016084
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Down	2T9SASUC6CD016033
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Down	2T9SASUC9CD016124
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Down	2T9SASUC6DD016177
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Down	2T9SASUC8DD016178
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC0DD016191
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC6DD016194
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC4DD016226
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC6DD016227
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC3DD016251
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC5DD016252
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC7DD016253
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC3DD016265
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUCXDD016277
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC5DD016302

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Idle	2T9SASUC7DD016303
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Idle	2T9SASUC1CD016974
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC4DD016193
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2013	Active	2T9SASUC1DD016278
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUCXCD016973
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2012	Active	2T9SASUC4CD016967
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)			Active	PS104
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)			Active	PS105
Maintenance Truck	Tractor	Heavy Duty Vehicle	Ford	2006	Active	1FDAW57P46EA98718
Maintenance Truck	Tractor	Maintenance Truck	Ford	2011	Active	1FD0W5HT1BEC88834
Tractor	Tractor	TRACTOR HYD-III ISX	Peterbilt	2009	Active	1XPTD49X49D773373
Tractor	Tractor	Tractor with wet kit	Western Star	2012	Active	5KJJALBG3CPBE2269
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG7CPBU4689
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG7CPBU4675
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG0CPBU4680
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG6CPBU4683
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG8CPBU4684

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG5CPBU4688
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG3CPBU4690
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG5CPBU4691
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG0CPBU4694
Tractor	Tractor	TR-18 Wet Kit Tractor 230”WB ISX 485 hp	Western Star	2011	Active	5KJJALBG8BPAZ6229
Tractor	Tractor	TR-18 Wet Kit Tractor 230”WB ISX 485 hp	Western Star	2012	Active	5KJJALBG0CPBE2259
Tractor	Tractor	TR-18 Wet Kit Tractor 230”WB ISX 485 hp	Western Star	2012	Active	5KJJALBG3CPBE2286
Tractor	Tractor	TR-18 Wet Kit Tractor 230”WB ISX 485 hp	Western Star	2012	Active	5KJJALBG5CPBE2290
Tractor	Tractor	TR-18 Wet Kit Tractor 230”WB ISX 485 hp	Western Star	2012	Active	5KJJALBG8CPBE2297
Tractor	Tractor	TR-16 Tractor with Wet Kit 230IN WB	Kenworth	2007	Active	1XKDD00X17R997524
Tractor	Tractor	TR-18 Wet Kit Tractor 230”WB ISX 485 hp	Western Star	2012	Active	5KJJALBGXCPBE2298
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230”WB ISX 485 HP	Western Star	2012	Active	5KJJALBG6CPBU4697
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230”WB ISX 485 HP	Western Star	2012	Active	5KJJALBG2CPBU4700
Tractor	Tractor	TRACTOR,TR-18 WET KIT 230”WB ISX 485 HP	Western Star	2012	Active	5KJJALBG4CPBU4701
Tractor	Tractor	TR-18 Wet Kit Tractor 230”WB DD15-475	Western Star	2010	Active	5KJJALDR3APAL1284
Tractor	Tractor	TR-16 Tractor with Wet Kit 230IN WB	Kenworth	2006	Active	1XKDD00X76R992682
Tractor	Tractor	TR-16 Wet Kit Tractor 230IN WB ISX-450	Kenworth	2006	Active	3WKDD40X06F986569

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TR-16 Wet Kit Tractor 230IN WB ISX-450	Kenworth	2005	Active	1XKDD40X15R979786
Tractor	Tractor	TR-18 Tridem Wet Kit Tractor 260IN WB ISX	Western Star	2011	Active	5KJRALBG5BPAX2991
Tractor	Tractor	TR-18 Wet Kit Tractor 230IN WB DD15-475	Western Star	2010	Active	5KJJALDRXAPAL1282
Tractor	Tractor	TR-18 Wet Kit Tractor 230IN WB DD60 470 hp	Western Star	2008	Active	5KJJALCK48PY65298
Tractor	Tractor	TR-18 Wet Kit Tractor 230IN WB DD60-470	Western Star	2007	Active	5KJJALCK77PZ24195
Tractor	Tractor	TR-18 Wet Kit Tractor 230IN WB ISX 485 hp	Western Star	2011	Active	5KJJALBG2BPAY7929
Tractor	Tractor	TR-18 WET KIT TRACTOR 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG4CPBE2264
Tractor	Tractor	TR-18 WET KIT TRACTOR 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG2CPBE2277
Tractor	Tractor	TR-18 WET KIT TRACTOR 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG0CPBE2276
Tractor	Tractor	TR-18 WET KIT TRACTOR 230WB ISX 485 HP	Western Star	2011	Active	5KJJALBG4BPAZ6230
Tractor	Tractor	TR-18 WET KIT TRACTOR 230WB ISX 485 HP	Western Star	2012	Active	5KJJALBG7CPBE2307
Tractor	Tractor	2012 Western Star 4900SA Tri Drive Tractor	Western Star	2012	Down	5KJRALBG9CPBE2103
Tractor	Tractor	2012 Western Star 4900SA Tri Drive Tractor	Western Star	2012	Active	5KJRALBG5CPBE2101
Tractor	Tractor	TRUCK,XPORT DOTF DRY GEL METERING SKID	Peterbilt	2013	Active	2NP3LN9X3DM185812
Frac Blender	Trailer	BLENDER TM 125 EX 16BBL	Pratt	2011	Active	1P9CP4026BB343698
Frac Blender	Trailer	BLENDER,TM 125 E MkII	Kalyn	2007	Active	5DDKM362871003073

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Blender	Trailer	BLENDER TM 125 EX 16BBL - MkII	Pratt	2012	Active	1P9CP4023CB343112
Chem Add	Trailer	CHEM INJ TRL CUMMINS 4BTAA	Kalyn	2007	Active	5DDKE452571002760
Chem Add	Trailer	CHEM INJ TRL CUMMINS 4BTAA	Kalyn	2005	Active	5DDKM452051001919
Data Van	Body Load	FRAC VAN STV2600 ISC	Peterbilt	2011	Active	2NP3LN9XXBM129458
Data Van	Body Load	FRAC VAN STIM STV2600	Peterbilt	2013	Active	2NP3LN9X7DM172206
Hydration Unit	Trailer	L606 UNIT ASSY,HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4322EB343388
Hydration Unit	Trailer	UNIT ASSY,HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4324EB343487
Manifold	Trailer	Manifold Trailer MK II 4” 1502 10 Station	Worley	2010	Active	1W9UC4828AL216008
Manifold	Trailer	Manifold Trailer MK II 4” 1502 10 Station	Worley	2011	Active	1W9UC4828BL216009
Line Transport	Trailer	LINE TRAILER 3” 1502	Kalyn	2009	Active	5DDKM402491004710
Line Transport	Trailer	4 1002 LINE TRAILER	Pratt	2012	Active	1P9CP4022CB343621
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4435BB343825
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4431BB343823
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Pratt	2011	Active	1P9CP4125BB343691
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4437BB343826
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2012	Down	1P9CP443XCB343045
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2012	Active	1P9CP4431CB343046
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4439BB343827
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2012	Active	1P9CP4433CB343047

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2013	Active	1P9CP443XDB343273
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2013	Active	1P9CP4435DB343276
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2012	Active	1P9CP4433DB343275
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Pratt	2013	Active	1P9CP4123DB343238
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2013	Active	1P9CP4437DB343280
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2013	Active	1P9CP4439DB343281
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Dragon	2014	Active	1UNSF4433EA093888
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4437BB343518
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4438BB343821
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Down	1P9CP4436BB343101
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4434BB343100
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2011	Active	1P9CP443XBB343103
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4438BB343102
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4438BB343097
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP443XBB343098
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2011	Active	1P9CP4431BB343099
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt Industries	2011	Active	1P9C9443XBB343165
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2011	Down	1P9CP4433BB343105
Chem Transport	Trailer	TRANSPORT,BULK DRY 1350 FT3 3 CMPRT	Trail King	2014	Down	1TKP04527EW092558

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS54
Maintenance Truck	Tractor	2011 Peterbilt 337 4x2	Peterbilt	2011	Active	2NP2HN7X1BM124827
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2012	Active	1XPTD49X5CD137729
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X3DD166194
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X2DD166414
Tractor	Tractor	TRACTOR,CONV HYD1 ISX 6X4 PB 232WB 378	Peterbilt	2011	Active	1XPTD49X5BD117012
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2012	Active	1XPTD49XXCD163291
Tractor	Tractor	2013 Peterbilt 367 6x4	Peterbilt	2013	Active	1XPTD49X9DD166331
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X3DD166261
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X8DD183329
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X4DD183330
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2011	Active	1XPTD49X3BD117087
Tractor	Tractor	TRACTOR,CONV HYD1 ISX 6X4 PB 232WB 378	Peterbilt	2011	Active	1XPTD49X1BD117105
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2011	Active	1XPTD49X4BD117132
Tractor	Tractor	2011 Peterbilt 367 6x4	Peterbilt	2011	Active	1XPTD49X3BD117137
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2011	Active	1XPTD49X8BD123211
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2011	Active	1XPTD49X0BD123137
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X1DD166307

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X3DD166437
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X2DD166347
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X7DD166327
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X9DD183310
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2011	Active	1XPTD49X4BD117146
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Active	1XPTD40X39D773510
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2011	Active	1XPTD40X7BD123200
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2012	Active	1XPTD40X7CD155162
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2008	Active	1XPTD40XX8D739949
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2008	Active	1XPTD40X68D739950
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2008	Active	1XPTD40X18D739953
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2008	Active	1XPTD40X58D740118
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2008	Active	1XPTD40X08D740236
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Active	1XPTD40X39D773507
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Active	1XPTD40X29D773515
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Down	1XPTD40X49D773516
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Active	1XPTD40X69D773517
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2011	Active	1XPTD40X8BD123156
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2011	Active	1XPTD40X7BD123231
Frac Blender	Trailer	BLENDER 125 E EXT - MkII	Kalyn	2009	Active	5DDKM393791004536

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Blender	Trailer	BLENDER 125 - E - MkII	Kalyn	2006	Active	5DDKM362461002422
Frac Blender	Trailer	BLENDER TM 125 E - MkII	Kalyn	2007	Down	5DDKM362671003184
Chem Add	Trailer	CHEM INJ TRL CUMMINS 4BTAA	Kalyn	2007	Active	5DDKE452771002761
Chem Add	Trailer	CHEM INJ TRL CUMMINS 4BTAA	Kalyn	2006	Active	5DDKE452761002452
Data Van	Body Load	VAN,STIM STV2600	Peterbilt	2012	Active	2NP3LN9X1CM172202
Data Van	Body Load	FRAC VAN STV2600 ISC	Peterbilt	2012	Active	2NP3LN9X8CM137401
Hydration Unit	Trailer	HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4321EB343396
Hydration Unit	Trailer	UNIT ASSY,HYDR TRLR DPHU100-TM SERIES 60	PRAT	2014	Active	1P9CP4328EB343492
Manifold	Trailer	Manifold Trailer MK II 4” 1502 10 Station	Worley	2010	Active	1W9UC4822AL216005
Manifold	Trailer	Manifold Trailer MK II 4” 1502 10 Station	Worley	2010	Active	1W9UC4828AL216011
Line Transport	Trailer	TRAILER,LINE 4.0 1002	Pratt	2011	Active	1P9CP4023BB343439
Line Transport	Trailer	TRAILER,LINE 4.0 1002	Pratt	2012	Active	1P9CP4023CB343577
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Down	1P9CP443XBB343822
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4437BB343169
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Rhino	2011	Active	1P9CP4435BB343168
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Down	1P9CP4435BB343171
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Pratt	2011	Idle	1P9CP4439BB343173
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4437BB343172
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4436BB343177

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4431BB343104
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2011	Active	1P9CP4433BB343167
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Kalyn	2007	Active	5DDKM443471003069
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKM443271003068
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Down	5DDKM443171003157
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKM443071003067
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKM443671003235
Frac Pump	Trailer	Frac Pump - Gorilla - Quint	Gorilla	2009	Active	1P9CP443X9B343166
Frac Pump	Trailer	Frac Pump - Rhino - Tri	Pratt	2010	Down	1P9CP4127AB343190
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Pratt	2009	Active	1P9CP44339B343171
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Aspen Trailers	2001	Down	1A9PF44331L448097
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Aspen Trailers	2001	Active	1A9PF44351L448098
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Aspen Trailers	2001	Active	1A9PF44371L448099
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2002	Active	13N84440423513273
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2002	Active	13N84440X23513276
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2002	Active	13N84440123513277
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2002	Active	13N84440323513278
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2003	Down	13N24449233518915
Chem Transport	Trailer	TRANSPORT,BULK DRY 1350 FT3 3 CMPRT	Trail King	2014	Active	1TKP04525EW102570

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS60
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2009	Active	1XPTD40X79D773509
Tractor	Tractor	TRACTOR HYD-I GOR ISX	Peterbilt	2005	Active	1XPFD40X35D835737
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2005	Down	1XPFD40X05D835811
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2005	Active	1XPFD40X05D835808
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2007	Active	1XPFD40X87D656371
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2007	Active	1XPFD40X87D656239
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2007	Active	1XPFD40X77D730346
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2005	Active	1XPFD40X85D835779
Tractor	Tractor	TRACTOR HYD-II GOR ISX	Peterbilt	2006	Active	1XPFD40X16D645601
Tractor	Tractor	TRACTOR HYD-II GORILLA	Peterbilt	2004	Active	1XPFDR9XX4D816990
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2012	Active	1XPTD49X7CD137747
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2005	Active	1XPFD49X95D835793
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49XX7D656293
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49X17D730359
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49X87D656292
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X86D656159
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X76D884203
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X36D645604
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2005	Active	1XPFD49X05D884168

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2012	Active	1XPTD49X5CD163246
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49X37D656359
Tractor	Tractor	TRACTOR HYD 2	Peterbilt	2007	Active	1XPFD49X17D735884
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X86D884193
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X26D884254
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2013	Active	1XPTD49X4DD166267
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X36D656165
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49X87D656275
Tractor	Tractor	2005 Peterbilt 378 6x4	Peterbilt	2005	Active	1XPFD49X85D865125
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2008	Active	1XPTD49X48D739884
Tractor	Tractor	2008 Peterbilt 367 6x4	Peterbilt	2008	Active	1XPTD49X68D739885
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2007	Active	1XPFD49X27D656367
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X46D884255
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X46D884207
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X96D646711
Maintenance Truck	Tractor	TRUCK,CONV ISC 4X2 PB	Peterbilt	2008	Active	2NPLHN7X78M750590
Chem Add	Trailer	CHEM ADD TM UNIT	Pratt	2011	Active	1P9CP4528BB343484
Chem Add	Trailer	CHEM ADD TRL	Pratt	2012	Active	1P9CP4521CB343523
Chem Add	Trailer	CHEM ADD TM UNIT	Kalyn	2007	Active	5DDKM452X71003129

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Chem Add	Trailer	Chem Add	Pratt	2013	Idle	1P9CP4527DB343270
Frac Blender	Trailer	BLENDER 125 - E - MkII	Kalyn	2006	Active	5DDKM362461002422
Frac Blender	Trailer	BLENDER 125 EX 16 BBL TUB - MkII	Pratt	2010	Active	1P9CP4026BB343182
Frac Blender	Trailer	BLENDER TM 125 EX 16BBL	Pratt	2011	Active	1P9CP4026BB343698
Frac Blender	Trailer	BLENDER TM 125 EX 16BBL	Pratt	2010	Active	1P9CP4022AB343213
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS63
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS65
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS89
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Idle	PS87
Hydration Unit	Trailer	HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4321EB343382
Hydration Unit	Trailer	HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4328EB343489
Data Van	Trailer	Trailer Mounted Data Van (DF-4)	Surefire Trailers	2011	Refurb	1V9SX4028BN062266
Frac Blender	Trailer	BLENDER 125 - E - MkII	Kalyn	2006	Active	5DDKM362461002422
Frac Blender	Trailer	BLENDER 125 EX 16 BBL TUB - MkII	Pratt	2010	Active	1P9CP4026BB343182
Chem Add	Trailer	CHEM ADD TM UNIT	Pratt	2011	Active	1P9CP4528BB343484
Chem Add	Trailer	CHEM ADD TRL	Pratt	2012	Active	1P9CP4521CB343523
Data Van	Trailer	COMMAND CTR,TM 40FT 120VAC 60HZ	General	2014	Active	1G9U6FA2XEB460139
Hydration Unit	Trailer	HYDR TRLR DPHU100-TM SERIES 60	Pratt	2014	Active	1P9CP4321EB343382
Manifold	Trailer	Manifold Trailer MK II 4” 1502 10 Station	Worley	2011	Active	1W9UC4823BL216001
Line Transport	Trailer	4 1502 LINE TRAILER	Pratt	2011	Active	1P9CP4024BB343191

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Line Transport	Trailer	TRAILER,LINE 3.0 1502	PRAT	2012	Active	1P9CP4027CB343467
Line Transport	Trailer	TRAILER,LINE 3.0 1502	Pratt	2012	Active	1P9CP402XCB343012
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Pratt	2011	Active	1P9CP4125BB343691
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Pratt	2013	Active	1P9CP4123DB343238
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Dragon	2014	Active	1UNSF4433EA093888
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2003	Active	13N24449133519103
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2003	Down	13N24449833518918
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2003	Active	13N24449733519266
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2004	Active	4LF24430843522238
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2004	Active	4LF24439143522239
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Fontaine	2004	Active	4LF24439843522240
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Gorilla	2005	Active	5DDKE323751001548
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2005	Active	5DDKE323751001582
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2005	Active	5DDKE323751001596
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2005	Active	5DDKE323X51001625
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2005	Down	5DDKE323651001833
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2005	Active	5DDKE322051001897
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2006	Active	5DDKE323061002459
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKE323571002491
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKE323271002562

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKE323671002905
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Down	5DDKM443671002974
Frac Pump	Trailer	Frac Pump - Gorilla - Tri	Kalyn	2007	Active	5DDKM443071003019
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Pratt	2007	Active	1P9CP40297B343136
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Pratt	2007	Active	1P9CP40247B343142
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2009	Active	2T9SASTC5AD016491
Frac Pump	Trailer	Frac Pump - Rhino - Quint	Stewart & Stevenson	2011	Active	2T9SASVC7BD016779
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS63
Frac Valve	Skid	Electronic Pressure Relief Valve (ePRV)	T3		Active	PS65
Tractor	Tractor	TRACTOR HYD-II ISX	Peterbilt	2006	Active	1XPFD49X36D646705
Tractor	Tractor	Tractor, Hydraulic Wet Kit	Kenworth	2007	Active	1XKDD00X37R995905
Tractor	Tractor	TRACTOR HYDRAULIC 1 - GORILLA	Peterbilt	2013	Active	1XPTD40X1DD137788
Tractor	Tractor	Tractor hydraulic II	Peterbilt	2012	Active	1XPTD49X0CD137640
Tractor	Tractor	Tractor Hydraulic l Blender	Peterbilt	2012	Active	1XPTD49X5CD137634
Tractor	Tractor	Tractor Hydraulic l Dual pump	Peterbilt	2012	Active	1XPTD49X0CD137637
Tractor	Tractor	Tractor Hydrualic w/F016	Peterbilt	2011	Active	1XPTD40X0BD123202
Tractor	Tractor	TR-16 Tractor with Wet Kit 230" WB	Kenworth	2007	Idle	1XKDD00X67R997535
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2008	Active	1XPTD49X58D740137
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2011	Active	1XPTD49X2BD116996

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TRACTOR,CONV HYD5 ISX 6X4 PB 232WB 378	Peterbilt	2012	Active	1XPTD49X6CD163241
Tractor	Tractor	TRACTOR,CONV HYD5 ISX 6X4 PB 232WB 378	Peterbilt	2009	Active	1XPTD49X19D788932
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2013	Active	1XPTD49XXDD166161
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2009	Active	1XPTD49X19D773380
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2007	Active	1XPFD49X07D656190
Tractor	Tractor	2005 Peterbilt 378 6x4	Peterbilt	2005	Active	1XPFD49X15D835772
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2012	Active	1XPTD49X5CD163229
Tractor	Tractor	TRACTOR HYD-V ISX	Peterbilt	2013	Active	1XPTD49X1DD166162
Tractor	Tractor	2013 Peterbilt 367 6x4	Peterbilt	2013	Active	1XPTD49X2DD166302
Tractor	Tractor	TRACTOR HYD-VII ISX	Peterbilt	2013	Active	1XPTD49X3DD183366
Tractor	Tractor	TRACTOR HYD-VII ISX	Peterbilt	2011	Active	1XPTD49X5BD123151
Tractor	Tractor	TRACTOR HYD-VII ISX	Peterbilt	2007	Active	1XPFD49X67D656341
Tractor	Tractor	TRACTOR HYD-VII ISX	Peterbilt	2009	Active	1XPTD49X09D773435
Tractor	Tractor	TRACTOR, GORILLA	Peterbilt	2013	Active	1XPTD40X0DD163329
Tractor	Tractor	TRACTOR, HYDRAULIC 1	Peterbilt	2013	Active	1XPTD49X3DD166132
Tractor	Tractor	2013 Peterbilt 367 6x4	Peterbilt	2013	Active	1XPTD49X0DD166136
Tractor	Tractor	Tractor Hyd I Falcon	Peterbilt	2013	Active	1XPTD49X1DD166159
Tractor	Tractor	Tractor Hyd I Falcon	Peterbilt	2013	Active	1XPTD49X8DD163341

Asset Type Group	Asset Type Group 2	Object Name (EAM)	Make (FA)	Year (FA)	Object Stage L1 (EAM)	VIN / Serial # (FA)
Tractor	Tractor	TRACTOR,CONV HEAVY HAUL ISX 6X4 231WB	Peterbilt	2012	Active	1XPTD40X9CD163201
Tractor	Tractor	TRACTOR,CONV HEAVY HAUL ISX 6X4 231WB	Peterbilt	2013	Active	1XPTD40X7DD163327
Tractor	Tractor	TRACTOR,CONV HYD1 ISX 6X4 PB 232WB 378	Peterbilt	2013	Active	1XPTD49X0DD166234
Tractor	Tractor	TR-16 Wet Kit Tractor 230IN WB ISX-450	Kenworth	2006	Idle	1XKDD40X26R987526
Tractor	Tractor	TRACTOR HYD I ISX	Peterbilt	2009	Active	1XPTD49X29D788910
Tractor	Tractor	TRACTOR HYD I ISX LT WT	Peterbilt	2013	Active	1XPTD49X7DD183323
Maintenance Truck	Tractor	TRUCK,CONV ISC 4X2 PB	Peterbilt	2012	Active	2NP2HN7X0CM137974

Specified IP Assets

Serial Number	Country	Prov / Non-Prov	Title	Summary	Filing Date	Patent Number	Grant Date	Expiry date	Status	Excluded IP Right?
2999968	Canada		Pump Integrity Detection, Monitoring and Alarm Generation	Monitoring the operation of frac pumps and generating wear/failure alarms.	3/26/2018				Pending Published	
3010939	Canada		Baffle System for Flowing Particulates into a Frac Fluid Blender	Baffle system for introducing solid particulates into mixing tub of a blender unit.	7/10/2018				Pending Published	
3010947	Canada		Valve Body for Frac Pumps	Valve bodies having an elastomer seal positioned radially inward of metal valve seat.	7/10/2018				Pending Published	
16/946,079	United States	Non-Prov.			6/5/2020				Pending	Yes
62/899,971	United States	Provisional			9/13/2019				Pending	Yes
13/568,468	United States	Non-Prov.	Apparatus and Methods for Assisting in Controlling the Discharge of Material onto a Conveyor from a Dispenser		8/7/2012	9038865	5/26/2015	8/7/2032	Issued	
13/740,835	United States	Non-Prov.	Apparatus and Methods for Assisting in Controlling Material Discharged from a Conveyor		1/14/2013	9260253	2/16/2016	11/25/2032	Issued	
13/787,378	United States	Non-Prov.	Fracturing Pump Assembly and Method Thereof	Fluid end having primary and secondary hydraulic intensifiers driven by an electric motor.	3/6/2013	9322397	4/26/2016	3/1/2034	Issued	
13/868,526	United States	Non-Prov.	Apparatus and Methods for Providing Blended Natural Gas to at Least One Engine	Monitoring/controlling natural gas and methane flow lines to supply a	4/23/2013	9133779	9/15/2015	5/30/2033	Issued	

				blended hydrocarbon gas to an engine.						
13/948,483	United States	Non-Prov.	Apparatus and Methods for Delivering a High Volume of Fluid into an Underground Well Bore from a Mobile Pumping Unit	Single electric motor drives two frac pumps through flex couplings to the pumps.	7/23/2013	9395049	7/19/2016	3/8/2034	Issued	
14/039,980	United States	Non-Prov.	Apparatus and Methods for Measuring and or Adjusting the Height of Material in the Bin of a Hopper Assembly		9/27/2013	9285260	3/15/2016	1/12/2033	Issued	
14/254,057	United States	Non-Prov.	Fixed Frequency High-Pressure High Reliability Pump Drive	Electric control using fixed phase and frequency.	4/16/2014	9945365	4/17/2018	8/6/2036	Issued	Yes
14/298,216	United States	Non-Prov.	Modular Hybrid Low Emissions Power for Hydrocarbon Extraction	Controlling electric motors based on desired fluid flow rate	6/6/2014	10008880	6/26/2018	1/26/2037	Issued	
14/458,068	United States	Non-Prov.	Reciprocating Pump Cavitation Detection and Avoidance	Monitoring fluid pressure and vibration to detect cavitation.	8/12/2014	9410546	8/9/2016	2/14/2035	Issued	
14/567,332	United States	Non-Prov.	Use of Long Chain Amines and Difunctional Compounds as Tracers		12/11/2014	9297252	3/29/2016	6/27/2034	Issued	
14/601,711	United States	Non-Prov.	Method and System for Automatically Adjusting one or More Operational Parameters in a Borehole	System for monitoring frac jobs by comparing real-time data to historical data.	1/21/2015	10036233	7/31/2018	11/1/2035	Issued	
14/661,397	United States	Non-Prov.	Well Screen-Out Prediction and Prevention	System for monitoring frac jobs by comparing real-time data to historical data.	3/18/2015	9803467	10/31/2017	5/10/2036	Issued	
14/871,641	United States	Non-Prov.	Pump Integrity Detection, Monitoring and Alarm Generation	Monitoring valve wear conditions based on pump cycles.	9/30/2015	10317875	6/11/2019	12/15/2036	Issued	

15/149,957	United States	Non-Prov.	Identifying a Component Used in a Well Operation Using a Leaky Coaxial Antenna	Using a leaky coaxial antenna to identify well components at risk for failure.	5/9/2016				Pending Published	
62/704,567	United States	Provisional			5/15/2020				Pending	Yes
62/899,957	United States	Provisional			9/13/2019				Pending	Yes
62/704,565	United States	Provisional			5/15/2020				Pending	Yes
62/900,291	United States	Provisional			9/13/2019				Pending	Yes
15/929,768	United States	Non-Prov.			5/21/2020				Pending	Yes
62/704,395	United States	Provisional			5/8/2020				Pending	Yes
62/899,966	United States	Provisional			9/13/2019				Pending	Yes
16/026,236	United States	Non-Prov.	Fluid End for Frac Pump	Various improvements in the valve, block, packing, and damper of fluid ends - valve bodies having an elastomer seal positioned radially inward of metal valve seat elected.	7/3/2018				Pending Published	
16/026,254	United States	Non-Prov.	Blender for Frac Fluids	Various improvements in the drive train, fluid density measurement, manifold banks, vortex breakers and cooling systems for blender units.	7/3/2018				Pending Published	
16/111,407	United States	Non-Prov.	Far Field Diverter Material	Diverter mat'l for slickwater fluids having dissolvable particles and proppant.	8/24/2018				Pending Published	
15/929,708	United States	Non-Prov.			5/18/2020				Pending	Yes
15/929,710	United States	Non-Prov.			5/18/2020				Pending	Yes
62/704,401	United States	Provisional			5/8/2020				Pending	Yes

62/900,100	United States	Provisional			9/13/2019				Pending	Yes
62/900,112	United States	Provisional			9/13/2019				Pending	Yes
16/946,082	United States	Non-Prov.			6/5/2020				Pending	Yes
62/899,951	United States	Provisional			9/13/2019				Pending	Yes
16/227,987	United States	Non-Prov.	Devices and Related Methods for Hydraulic Fracturing		12/20/2018				Published	Yes
62/704,560	United States	Provisional			5/15/2020				Pending	Yes
62/899,963	United States	Provisional			9/13/2019				Pending	Yes
15/929,924	United States	Non-Prov.			5/29/2020				Pending	Yes
62/705,055	United States	Provisional			6/9/2020				Pending	Yes
62/899,975	United States	Provisional			9/13/2019				Pending	Yes
16/745,724	United States	Reissue	Modular Hybrid Low Emissions Power for Hydrocarbon Extraction	Controlling electric motors based on desired fluid flow rate	1/17/2020					
16/850,787	United States	Reissue	Fixed Frequency High-Pressure High Reliability Pump Drive	Electric control using fixed phase and frequency.	4/16/2020					
62/705,358	United States	Provisional			6/23/2020				Pending	Yes
15/929,652	United States	Non-Prov.			5/14/2020				Pending	Yes
62/704,462	United States	Provisional			5/12/2020				Pending	Yes
62/704,476	United States	Provisional			5/12/2020				Pending	Yes
62/705,334	United States	Provisional			6/22/2020				Pending	Yes
15/929,770	United States	Non-Prov.			5/21/2020				Pending	Yes
62/704,539	United States	Provisional			5/14/2020				Pending	Yes

16/946,291	United States	Non-Prov.			6/15/2020				Pending	Yes
62/704,774	United States	Provisional			5/28/2020				Pending	Yes
62/704,987	United States	Provisional			6/5/2020				Pending	Yes
62/705,188	United States	Provisional			6/15/2020				Pending	Yes
16/946,171	United States	Non-Prov.			6/9/2020				Pending	Yes
62/704,981	United States	Provisional			6/5/2020				Pending	Yes
62/705,042	United States	Provisional			6/9/2020				Pending	Yes
15/929,715	United States	Non-Prov.			5/18/2020				Pending	Yes
62/704,556	United States	Provisional			5/15/2020				Pending	Yes
62/705,328	United States	Provisional			6/22/2020				Pending	Yes
62/705,354	United States	Provisional			6/23/2020				Pending	Yes
62/705,369	United States	Provisional			6/24/2020				Pending	Yes
62/705,357	United States	Provisional			6/23/2020				Pending	Yes
62/705,376	United States	Provisional			6/24/2020				Pending	Yes
62/705,332	United States	Provisional			6/22/2020				Pending	Yes
62/705,356	United States	Provisional			6/23/2020				Pending	Yes
62/705,375	United States	Provisional			6/24/2020				Pending	Yes
16/946,172	United States	Non-Prov.			6/9/2020				Pending	Yes
62/705,050	United States	Provisional			6/9/2020				Pending	Yes
62/705,850	United States				7/17/2020				Pending	Yes

Item	Description

Trademark	U.S. Application No. 88/977,897 filed December 10, 2019 | Awarded July 14, 2020
Trademark	U.S. Application No. 88/977,898 filed December 10, 2019 | Awarded July 14, 2020
Trademark	U.S. Application No. 88/977,899 filed December 10, 2019 | Awarded July 14, 2020
Trademark	U.S. Application No. 88/977,900 filed December 10, 2019 | Awarded July 14, 2020

All trademarks (whether registered or unregistered) owned by Sellers and incorporating the name BJ, BJ Services or variations thereof (the "BJ Services Marks").

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SCHEDULE 2

Assumed Contracts and Cure Costs

Assumed Contract	Cure Cost
Sales Contract, dated November 20, 2019, by and between Yanti Jereh Petroleum Equipment & Technologies Co., Ltd. ("Jereh") and BJ Services, LLC (the "Jereh Agreement")	$2,512,797
Mutual Non-Disclosure Agreement, dated July 12, 2019, between American Jereh International Corporation and BJ Services, LLC	$0
Strategic Alliance Agreement, dated January 10, 2020, by and between BJ Services, LLC, and Vericor Power Systems LLC	$0
The following agreements involving Approach Controls, Inc. and BJ Services, LLC:	-
Development and Manufacturing Agreement, dated January 7, 2020, by and between BJ Services, LLC and Approach Controls, Inc.	$660,038
Letter between BJ Services, LLC and Warren Arnholtz, dated January 7, 2020	$0
Letter between BJ Services, LLC and Jeff Aitchison, dated January 7, 2020	$0

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Schedule 3

Illustration of Jobs in Progress Costs[1]

Job:	Chevron	Aethon - 1	Aethon - 2	Comstock -1
Compensation	500.48	348.16	304.64	251.45
Contract Labor	1.85	21.59	18.89	18.71
Freight	52.96	20.72	19.34	882.56
Fuel	21.18	16.88	14.77	12.22
Pdt. COGS	71.84	319.45	279.52	877.31
R&M	831.95	510.63	446.80	363.09
Totals	**1,480.27**	**1,237.44**	**1,083.97**	**2,405.33**

Total Expenses Paid			$ 6,207.00
Surcharge		15%	1,241.40
Net Due and Payable			$ 7,448.40

[1] Note that all figures are in thousands and all items and figures are included solely for illustrative purposes and shall not be deemed to be or represent the Jobs in Progress Costs.

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EXHIBIT A

Form of Deposit Escrow Agreement

See attached.

Final Form

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of July [●], 2020, by and among TES Asset Acquisition, LLC, a Delaware limited liability company ("Buyer"), BJ Services, LLC, a Delaware limited liability company ("Seller Representative") and Citibank, N.A., as escrow agent (the "Escrow Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to them in that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of July [●], 2020, by and among Seller Representative, BJ Services Holdings Canada ULC, a British Columbia unlimited liability company ("BJC") and Buyer. Each of Buyer and Seller Representative is also referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement and the deposit by Buyer with the Escrow Agent of an amount equal to USD $3,000,000 (the "Escrow Deposit");

WHEREAS, Buyer and Sellers desire for the Escrow Deposit to be subject to the terms and conditions set forth herein and in the Purchase Agreement;

WHEREAS, BJC has irrevocably constituted and appointed Seller Representative to act as BJC's agent and attorney-in-fact for and on its behalf regarding all actions as Seller Representative shall deem necessary or appropriate, in its discretion, for the accomplishment of the transactions contemplated by this Agreement; and

WHEREAS, Buyer agrees to place or cause to be placed the Escrow Deposit in escrow and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Agreement and the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the Parties and the Escrow Agent agree as follows:

1. Appointment. The Parties hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to act as escrow agent in accordance with the terms and conditions set forth herein.

2. Escrow Deposit. Simultaneous with the execution and delivery of this Agreement, Buyer shall deposit with the Escrow Agent the Escrow Deposit in immediately available funds. The Escrow Agent hereby acknowledges receipt of the Escrow Deposit and agrees to hold the Escrow Deposit in a separate and distinct account (the "Escrow Account") subject to and in accordance with the terms and conditions of this Agreement.

3. Investment of Escrow Deposit.

(a) The Escrow Agent shall not invest the Escrow Deposit and shall hold the Escrow Deposit in a "noninterest-bearing deposit account" of Citibank N.A., insured by the Federal Deposit Insurance Corporation (the "FDIC") up to the applicable limits. The Escrow Deposit shall at all times remain available for distribution in accordance with the terms of Section 4 below.

(b) The Escrow Agent shall send an account statement to each of the Parties on a monthly basis reflecting activity in the Escrow Account for the preceding month.

4. Disposition and Termination of the Escrow Deposit. The Parties shall act in accordance with, and the Escrow Agent shall hold and release the Escrow Deposit as provided in, this Section 4 as follows:

(a) Joint Release Instruction.

(i) Subject to Section 4(a)(ii), the Escrow Agent shall hold the Escrow Deposit until Buyer and Seller Representative submit a Joint Release Instruction (as defined below), setting forth the amounts and parties to whom the Escrow Deposit are to be disbursed pursuant to the Purchase Agreement. Upon receipt of such Joint Release Instruction with respect to the Escrow Deposit, the Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of such Joint Release Instruction, disburse the Escrow Deposit in accordance with such Joint Release Instruction.

(ii) Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of any funds on deposit in any Escrow Account under the terms of this Agreement must be in writing, executed by the appropriate Party or Parties as evidenced by the signatures of the Person or Persons (an "Authorized Representative") set forth on Exhibit A-1 and Exhibit A-2 and delivered to the Escrow Agent attached to an e-mail received on a Business Day from an e-mail address set forth in Section 11 (with receipt by the Escrow Agent confirmed). In the event a Joint Release Instruction or Final Determination is delivered to the Escrow Agent in accordance with this Agreement, the Escrow Agent is authorized to seek confirmation of such instruction by telephone call back to the Person or Persons designated in Exhibit A-1 and Exhibit A-2 annexed hereto (the "Call Back Authorized Individuals"), and the Escrow Agent may rely upon the confirmations of anyone purporting to be a Call Back Authorized Individual. To assure accuracy of the instructions it receives, the Escrow Agent may record such call backs. If the Escrow Agent is unable to verify the instructions, or is not reasonably satisfied with the verification it receives, it will not execute the instruction until all such issues have been resolved to the reasonable satisfaction of the Escrow Agent. The Persons and telephone numbers for call backs may be changed only in a writing, executed by an Authorized Representative and actually received and acknowledged by the Escrow Agent in accordance with Section 11.

(b) Final Determination. If at any time any of the Parties receives a Final Determination, such Party shall concurrently deliver to the Escrow Agent and the other Party a copy of such Final Determination, and then upon receipt by the Escrow Agent of a copy of such Final Determination from any Party, the Escrow Agent shall (i) promptly deliver a courtesy copy of such Final Determination to the other Parties and (ii) on the fifth (5^{th}) Business Day following receipt by the Escrow Agent of the Final Determination, disburse as directed, part or all, as the case may be, of the Escrow Deposit (but only to the extent such funds are available in the Escrow Account) in accordance with such Final Determination. Subject to the terms of this Section 4(b), the Escrow Agent will act on such Final Determination without further inquiry.

(c) Method of Payment. All payments of any part of the Escrow Deposit shall be made by wire transfer of immediately available funds as set forth in the Joint Release Instruction or Final Determination, as applicable.

(d) Certain Definitions.

(i) "Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are not required or authorized by Law to be closed in New York, New York.

(ii) "Final Determination" means a final non-appealable order of any court of competent jurisdiction which may be issued with respect to the ownership or disbursement of Escrow

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Deposit, together with (A) a certificate executed by an Authorized Representative of the prevailing Party (as between Buyer and Seller Representative) to the effect that such order is final and non-appealable and from a court of competent jurisdiction having proper authority and (B) the written payment instructions executed by an Authorized Representative of the prevailing Party to effectuate such order.

(iii) "Governmental Entity" means any nation or government, any state, province or other political subdivision thereof, any entity exercising executive, legislative, judicial or regulatory or administrative functions of or pertaining to government, including any court, arbitrator or other body or administrative, regulatory or quasi-judicial authority, agency, department, board, commission or instrumentality of any federal, state, local or foreign jurisdiction.

(iv) "Joint Release Instruction" means the joint written instruction executed by an Authorized Representative of each of Buyer and Seller Representative, which is executed by Buyer and Seller Representative, to the Escrow Agent directing the Escrow Agent to disburse all or a portion of the Escrow Deposit, as applicable.

(v) "Person" means any natural person, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or Governmental Entity.

5. Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, which shall be deemed purely ministerial in nature, and no duties, including but not limited to any fiduciary duties, shall be implied. The Escrow Agent shall give the property held in escrow by it hereunder the same degree of care that it gives its own similar property, which in no event shall be less than the standard of care reasonably expected of a professional escrow agent. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between the Parties, in connection herewith, if any, other than for purposes of the defined terms used but not defined herein, nor shall the Escrow Agent be required to determine if any Person has complied with any such agreements, nor shall any additional obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. Notwithstanding the terms of any other agreement between the Parties, the terms and conditions of this Agreement will control the actions of Escrow Agent. The Escrow Agent may rely upon and shall not be liable in the absence of its fraud, gross negligence or willful misconduct for acting or refraining from acting upon any Joint Release Instruction or Final Determination furnished to it hereunder and reasonably believed by it to be genuine and to have been signed by the proper Party or Parties. Concurrent with the execution of this Agreement, the Parties shall deliver to the Escrow Agent authorized signers' forms in the form of **Exhibit A-1** and **Exhibit A-2** attached hereto. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Deposit. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any Party which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be (a) delivered a Joint Release Instruction that eliminates such conflict or (b) directed otherwise in a Final Determination. The Escrow Agent may after 30 days' notice to each Party of its intention to do so interplead all of the assets held hereunder into a court of competent jurisdiction or may seek a declaratory judgment with respect to certain circumstances, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets or any action or nonaction based on such declaratory judgment. The Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions of, or its duties under, this Agreement. The Escrow Agent shall have no liability or

obligation with respect to the Escrow Deposit except for the Escrow Agent's fraud, gross negligence or willful misconduct, as adjudicated by a court of competent jurisdiction. To the extent practicable, the Parties agree to pursue any redress or recourse in connection with any dispute (other than with respect to a dispute involving the Escrow Agent) without making the Escrow Agent a party to the same. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable, directly or indirectly, for any (a) damages, losses or expenses arising out of the services provided under this Agreement, other than damages, losses or expenses which result from the Escrow Agent's fraud, gross negligence or willful misconduct, as adjudicated by a court of competent jurisdiction or (b) special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. Resignation and Removal of Escrow Agent. The Escrow Agent (a) may resign and be discharged from its duties or obligations hereunder by giving 30 calendar days advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect or (b) may be removed, with or without cause, by Buyer and Seller Representative acting jointly at any time by providing written notice to the Escrow Agent. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's line of business may be transferred, shall be the Escrow Agent under this Agreement without further act. The Escrow Agent's sole responsibility after such 30 day notice period expires or after receipt of written notice of removal shall be to hold and safeguard the Escrow Deposit (without any obligation to reinvest the same) and to deliver the same (x) to a substitute or successor escrow agent pursuant to a joint written designation from the Parties, (y) as set forth in a Joint Release Instruction, at which time of delivery the Escrow Agent's obligations under this Agreement shall cease and terminate or (z) in accordance with the directions of a Final Determination, at which time of delivery, the Escrow Agent's obligations hereunder shall cease and terminate. In the event the Escrow Agent resigns, if the Parties have failed to appoint a successor escrow agent prior to the expiration of 30 calendar days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of such a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the Parties.

7. Fees and Expenses. All fees and expenses of the Escrow Agent are described in Schedule 1 attached hereto. The fees agreed upon for the services to be rendered hereunder are intended as full compensation for the Escrow Agent services as contemplated by this Agreement and shall be borne by the Parties one half by Buyer and one half by Seller Representative.

8. Indemnity. Each of Buyer and Seller Representative (on behalf of itself and BJC) agrees to jointly and severally indemnify the Escrow Agent and its Affiliates and their respective successors, assigns, directors, officers, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigation, investigations, costs or expenses (including the reasonable and documented fees and expenses of one outside counsel and experts and their staffs and reasonable and documented out-of-pocket expenses of document location, duplication and shipment) (collectively "Escrow Agent Losses") arising out of or in connection with: (a) the Escrow Agent's execution and performance of this Agreement, tax reporting or withholding, the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of an Indemnitee, except to the extent that such Escrow Agent Losses, as adjudicated by a court of competent jurisdiction, have been caused by the fraud, gross negligence or willful misconduct of the Escrow Agent or any such Indemnitee or (b) its following any Joint Release Instruction or other proper directions from the Parties received in accordance with this Agreement, except to the extent that its following any such instruction or direction is not permitted under

the terms hereof or applicable Law. Notwithstanding anything to the contrary herein, Buyer and Seller Representative (on behalf of itself and BJC) agree, solely as between themselves, that any obligation for indemnification under this Section 8 shall be borne by the Party or Parties determined by a court of competent jurisdiction to be responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by Buyer and one-half by Seller Representative. The provisions of this Section 8 shall survive the resignation or removal of the Escrow Agent and the termination of this Agreement for a period of 12 months following such resignation or removal of the Escrow Agent or termination of this Agreement, as applicable. The obligations of Sellers under this Section 8 shall be several and not joint.

9. Tax Matters. The Escrow Agent, its Affiliates, and its employees are not in the business of providing tax or legal advice to any taxpayer outside of Citigroup, Inc. and its Affiliates. This Agreement and any amendments or attachments are not intended or written to be used, and cannot be used or relied upon, by any such taxpayer or for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

10. Covenant of Escrow Agent. The Escrow Agent hereby agrees and covenants with Buyer and Seller Representative that it shall perform all of its obligations under this Agreement and shall not deliver custody or possession of any of the Escrow Deposit to anyone except pursuant (a) to the express terms of this Agreement or (b) as otherwise required by Law (*provided*, that in the case of clause (b), the Escrow Agent will provide the Parties with prior written notice of such delivery).

11. Notices. All notices, demands, requests, instructions, claims, consents, waivers and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered (or, if delivery is refused, upon presentment), received by email (with hard copy to follow) prior to 5:00 p.m. Eastern Time on a Business Day (or the next Business Day if after 5:00 p.m.), (b) on the next day if delivered by reputable overnight express courier (charges prepaid), or (c) three (3) calendar days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands and communications to Buyer, Seller Representative and the Escrow Agent shall be sent to the addresses indicated below:

if to Seller Representative, then to:

BJ Services, LLC
11211 FM 2920 Rd.
Tomball, Texas 77375
Attn: John R. Bakht, General Counsel
Email: john.bakht@bjservices.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg
Christopher T. Greco
E-mail: joshua.sussberg@kirkland.com
cgreco@kirkland.com

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or, if to Buyer, then to:

TES Asset Acquisition, LLC
700 Louisiana Street, Suite 2700
Houston, Texas 77002
Attn: Charles S. Leykum
Kent Jamison
Email: charlie@cslenergy.com
kent@cslenergy.com

with a copy (which shall not constitute notice) to:

Winston & Strawn LLP
2121 N. Pearl Street, Suite 900
Dallas, Texas 75201
Attn: David Lange
Email: dlange@winston.com

or, if to the Escrow Agent, then to:

Citibank, N.A.
Attn: Rola Tseng-Pappalardo
Citi Private Bank
388 Greenwich Street, 29th Floor
Telephone.: 212-783-7030
Facsimile.: 212-783-7131
E-mail: rola.tsengpappalardo@citi.com

12. Termination. This Agreement shall terminate on the first to occur of (a) the distribution of all of the amounts in the Escrow Account in accordance with this Agreement or (b) delivery to the Escrow Agent of a written notice of termination executed jointly by an Authorized Representative of both Buyer and Seller Representative after which this Agreement shall be of no further force and effect except that the provisions of Section 8 and Section 20 hereof shall survive termination for the time period specified therein.

13. Miscellaneous. The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the Parties and the Escrow Agent. Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by any Party, except as provided in Section 6 and Section 16, without the prior consent of the other Party and the Escrow Agent. This Agreement shall be governed by and construed under the laws of the State of Delaware. Each Party and the Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the exclusive jurisdiction of the Chancery Court of the State of Delaware or the Federal District Court for the District of Delaware. EACH PARTY AND THE ESCROW AGENT HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES AND/OR THE ESCROW AGENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIPS ESTABLISHING AMONG THE PARTIES HEREUNDER. THE PARTIES AND THE ESCROW AGENT FURTHER WARRANT AND REPRESENT THAT

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EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. This Agreement and any Joint Release Instruction may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the Parties and the Escrow Agent to this Agreement may be transmitted by electronic transmission in .pdf and such .pdf will, for all purposes, be deemed to be the original signature of such Party and the Escrow Agent whose signature it reproduces, and will be binding upon such Party and the Escrow Agent. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties represent, warrant and covenant that each document, notice, instruction or request provided by such Party to the Escrow Agent shall comply with applicable Laws and regulations. Where, however, the conflicting provisions of any such applicable Law may be waived, they are hereby irrevocably waived by the Parties and the Escrow Agent to the fullest extent permitted by Law, to the end that this Agreement shall be enforced as written. Except as expressly provided in Section 8, nothing in this Agreement, whether express or implied, shall be construed to give to any Person or entity other than the Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of this Agreement or any funds escrowed hereunder. Buyer and Seller Representative agree, solely as between themselves, that, notwithstanding anything to the contrary contained in this Agreement or in any other agreement, in the event of any conflict or inconsistency between the terms of this Agreement (on the one hand) and the Purchase Agreement (on the other hand), the terms of the Purchase Agreement shall govern.

14. Compliance with Court Orders. In the event that any Escrow Deposit shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, *provided, however*, the Escrow Agent shall immediately notify each of the Parties, to the extent legally permissible, of any such writ, order or decree as well as the course of action the Escrow Agent intends to take upon the advice of its legal counsel. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other Person, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

15. Further Assurances. From and after the date of this Agreement, as requested by any Party or the Escrow Agent but without further consideration, each Party and the Escrow Agent shall execute and deliver or cause to be executed and delivered any such further information, instruments and documents as the other Party or the Escrow Agent, as applicable, shall reasonably request to consummate or confirm the transactions provided for herein, to accomplish the purpose hereof or to assure the other Party or the Escrow Agent the benefits hereof.

16. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and the Escrow Agent and their respective successors and assigns; *provided*, that except as expressly set forth below and expressly contemplated with regard to the Escrow Agent in Section 6, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any Party or the Escrow Agent (including by operation of Law) without the

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prior written consent of the other Party and the Escrow Agent. Any attempted assignment not in accordance with the terms of this Section 16 shall be null and void *ab initio*.

17. Force Majeure. The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, but not limited to, any provision of any present or future Law or regulation or any act of any governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility), it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

18. Compliance with Federal Law. To help the U.S. Government fight the funding of terrorism and money laundering activities and to comply with federal law requiring financial institutions to obtain, verify and record information on the source of funds deposited to an account, the Parties agree to provide the Escrow Agent with the name, address, taxpayer identification number, and remitting bank for all Parties depositing funds with the Escrow Agent pursuant to the terms and conditions of this Agreement. For a non-individual Person such as a business entity, a charity, a trust or other legal entity, the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

19. Use of Citibank Name. No publicly distributed printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "Citibank" by name or the rights, powers, or duties of the Escrow Agent under this Agreement shall be issued by a Party, or on such Party's behalf, without the prior written consent of the Escrow Agent.

20. Confidentiality. Except as required by Law, Escrow Agent agrees to keep confidential, and to cause any of its Affiliates or agents to keep confidential and not to disclose any and all documents, materials, and any other non-public information which it shall have obtained regarding the Parties in connection with the execution and delivery of this Agreement and its performance of its duties and obligations hereunder. This Section 20 shall survive termination of this Agreement for a period of twelve (12) months after such termination.

* * * * *

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IN WITNESS WHEREOF, each of the Parties and the Escrow Agent have executed this Agreement as of the date set forth above.

BUYER:

TES ASSET ACQUISITION, LLC

By: _____
Name:
Its:

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SELLER REPRESENTATIVE:

BJ SERVICES, LLC

By: _____
Name:
Its:

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ESCROW AGENT:

CITIBANK, N.A.

By: _____
Name:
Its:

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Schedule 1

ESCROW AGENT FEE SCHEDULE
Citibank, N.A., Escrow Agent

Acceptance Fee
To cover the acceptance of the Escrow Agent's appointment, the study of the Agreement, and supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group:

Fee: Waived.

Administration Fee
The annual administration fee covers maintenance of the Escrow Account including safekeeping of assets in the Escrow Account, normal administrative functions of the Escrow Agent, including maintenance of the Escrow Agent's records, follow-up of the Agreement's provisions, and any other safekeeping duties required by the Escrow Agent under the terms of the Agreement. Fee is based on Escrow Deposit being deposited in a "noninterest bearing deposit account", of Citibank, N.A., FDIC insured to the applicable limits.

Fee: Waived.

Tax Preparation Fee
To cover preparation and mailing of Forms 1099-INT, if applicable for the escrow parties for each calendar year:

Fee: Waived.

Transaction Fees
To oversee all required disbursements or release of property from the Escrow Account to any escrow party, including cash disbursements made via check and/or wire transfer, fees associated with postage and overnight delivery charges incurred by the Escrow Agent as required under the terms and conditions of the Agreement:

Fee: Waived.

Other Fees
Material amendments to the Agreement: additional fee(s), if any, to be discussed at time of amendment.

TERMS AND CONDITIONS: The above schedule of fees does not include charges for out-of-pocket expenses or for any services of an extraordinary nature that Citibank or its legal counsel may be called upon from time to time to perform. Fees are also subject to satisfactory review of the documentation, and Citibank reserves the right to modify them should the characteristics of the transaction change. Citibank's participation in this program is subject to internal approval of the third party depositing monies into the escrow account to be established hereunder. The Acceptance Fee, if any, is payable upon execution of the Agreement. Should this schedule of fees be accepted and agreed upon and work commenced on this program but subsequently halted and the program is not brought to market, the Acceptance Fee and legal fees incurred, if any, will still be payable in full.

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EXHIBIT A-1

Certificate as to Buyer's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Buyer and are authorized to initiate and approve transactions of all types for the Escrow Account or accounts established under this Agreement, on behalf of Buyer. The below listed Persons (must list at least two individuals, if applicable) have also been designated Call Back Authorized Individuals and will be notified by Citibank N.A. upon the release of Escrow Deposit from the Escrow Account.

Name / Title / Telephone	Specimen Signature
Name	Signature
Title	
Phone	Mobile Phone
Name	Signature
Title	
Phone	Mobile Phone
Name	Signature
Title	
Telephone	Mobile Phone

NOTE: Actual signatures are required above. Electronic signatures, "Docusigned" signatures and/or signature fonts are not acceptable.

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EXHIBIT A-2

Certificate as to Seller Representative's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Seller Representative and are authorized to initiate and approve transactions of all types for the Escrow Account or accounts established under this Agreement, on behalf of Seller Representative. The below listed Persons (must list at least two individuals, if applicable) have also been designated Call Back Authorized Individuals and will be notified by Citibank N.A. upon the release of Escrow Deposit from the Escrow Account.

Name / Title / Telephone	Specimen Signature
Name	Signature
Title	
Phone	Mobile Phone
Name	Signature
Title	
Phone	Mobile Phone
Name	Signature
Title	
Telephone	Mobile Phone

NOTE: Actual signatures are required above. Electronic signatures, "Docusigned" signatures and/or signature fonts are not acceptable.

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EXHIBIT B

Bidding Procedures for the Sale of the Debtors' Fracking Equipment and Intellectual Property

See attached.

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	(Emergency Hearing Requested)

BIDDING PROCEDURES FOR THE SALE OF THE DEBTORS' FRACKING EQUIPMENT AND INTELLECTUAL PROPERTY

On July 20, 2020, BJ Services, LLC and certain of its subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Court"). On July 24, the Debtors filed the *Debtors' Emergency Motion for Entry of an Order (I) Approving the Bidding Procedures with Respect to Certain of the Debtors' Fracking Equipment and Intellectual Property, (II) Scheduling an Auction And A Sale Hearing, (III) Approving The Form And Manner Of Notices Related Thereto, (IV) Approving Contract Assumption and Assignment Procedures, and (V) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Motion"), seeking approval of, among other things, the procedures to determine the highest or otherwise best offer for the sale (the "Sale" or "Transaction") of the Debtors' right, title, and interest in certain vendor contracts and intellectual property related to the Debtors' next-generation fracturing pump platform referred to as TITAN™ (the "Titan Assets"), certain of the Debtors' other intellectual property assets (including the "BJ Services" name) (the "Intellectual Property"), and certain machinery and equipment (the "M&E Assets," and together with the Intellectual Property and Titan Assets, the "Assets").[2]

On July 24, 2020, BJ Services, LLC ("BJS") and BJ Services Holdings Canada, ULC (together with BJS, each a "Seller" and collectively the "Sellers") entered into that certain asset purchase agreement (the "Stalking Horse Agreement") with TES Asset Acquisition, LLC

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] The Transaction may be structured as an asset sale, equity sale, plan of reorganization, or otherwise, as determined by the Debtors in consultation with the Winning Bidder (as defined below).

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(the "Stalking Horse Bidder"), pursuant to which, among other things, the Stalking Horse Bidder proposed to purchase, acquire, and/or take assignment and delivery of the Purchased Assets.[3]

On [●], 2020, the Bankruptcy Court entered an *Order (I) Approving the Bidding Procedures with Respect to Certain of the Debtors' Fracking Equipment and Intellectual Property, (II) Scheduling an Auction And A Sale Hearing, (III) Approving The Form And Manner Of Notices Related Thereto, (IV) Approving Contract Assumption and Assignment Procedures, and (V) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Order," and the procedures contemplated herein, the "Bidding Procedures"). Pursuant to the Bidding Procedures, the Debtors are authorized to select the Stalking Horse Bidder (as defined below) and after announcing the Stalking Horse Bidder, if any, solicit further Bids (as defined below) culminating in an auction intended to obtain a higher or otherwise better Bid for the Transaction (the "Auction").

Key Dates

The key dates for the Sale are as follows. Such dates may be extended or otherwise modified by the Debtors.

Date	Event
Bid Deadline	August 10, 2020, at 11:59 p.m. (prevailing Central Time)
Notice of Qualified Bidders Deadline	August 11, 2020, at 7:00 p.m. (prevailing Central Time)
Auction (if applicable)	August 12, 2020, at a time to be determined
File Notice of Winning Bidder	As soon as reasonably practicable after the conclusion of the Auction
Objection Deadline	August 13, 2020, at 4:00 p.m. (prevailing Central Time)
Sale Hearing	No later than August 14, 2020

Sale Process

I. Participation Requirements.

To receive due diligence information, including full access to the Debtors' electronic data room and to additional non-public information regarding the Debtors, a party interested in

[3] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Stalking Horse Agreement.

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consummating the Transaction (each, a "Potential Bidder") must deliver to Simmons, the following documents (the "Preliminary Bid Documents"):

(a) an executed Confidentiality Agreement on terms reasonably acceptable to the Debtors, to the extent not already executed; and

(b) if requested, proof or other documentation acceptable to the Debtors, after consultation with the Consultation Parties (as defined below), of the Potential Bidder's financial capacity to close a proposed Transaction and provide adequate assurance of future performance under any executory contracts and unexpired leases to be assumed by the Debtors and assigned to such Potential Bidder pursuant to section 365 of the Bankruptcy Code, in connection with the Transaction.

The Debtors and their advisors will coordinate all reasonable requests from Potential Bidders for additional information and due diligence access; *provided* that the Debtors may decline to provide such information to Potential Bidders who, at such time and in the Debtors' business judgment, after consultation with the Consultation Parties, have not established, or who have raised doubt, that such Potential Bidder intends in good faith to, or has the capacity to, consummate the Transaction.

Each Potential Bidder shall comply with all reasonable requests for additional information and due diligence access by the Debtors, the official committee of unsecured creditors (the "Committee"), if any, or their respective advisors regarding such Potential Bidder and its contemplated Transaction.

Stalking Horse Bid

On July 24, 2020, the Debtors entered into the Stalking Horse Agreement with the Stalking Horse Bidder, pursuant to which, among other things: the Stalking Horse Bidder proposed to (a) purchase, acquire, and take assignment and delivery of, free and clear of all liens, claims encumbrances and other interests (except as provided in the Stalking Horse Agreement), the Assets, and certain executory contracts and unexpired leases and designation rights related thereto, and (b) assume the assumed liabilities (as defined in the Stalking Horse Agreement) (collectively the "Stalking Horse Agreement") on the terms set forth in the Stalking Horse Purchase Agreement, subject to higher or better bids.

Process for Additional Qualified Bids and Auction

The Debtors will solicit further Bids intended to obtain a higher or otherwise best Bid for the Transaction.

A. Bid Deadline.

A Potential Bidder that desires to make a proposal, solicitation, or offer (each, a "Bid") shall transmit such proposal, solicitation, or offer via email (in .pdf or similar format) so as to be

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actually received on or before **August 10, 2020, at 11:59 p.m. (prevailing Central Time)** (the "Bid Deadline") to:

(i) Simmons, 609 Main Street, Suite 3800, Houston, Texas 77002, Attn: Sanjiv Shah (sanjiv.shah@simmonspsc.com); Tim McEuen (Tim.McEuen@simmonspsc.com); Steve Erzinger (Steve.Erzinger@simmonspsc.com), and Kirby Stockard (Kirby.Stockard@simmonspsc.com);

(ii) Kirkland & Ellis LLP, 601 Lexington Ave New York, New York 10022, Attn: Joshua A. Sussberg (jsussberg@kirkland.com) and Christopher T. Greco (cgreco@kirkland.com), and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Samantha Lawrence (samantha.lawrence@kirkland.com) and Josh M. Altman (josh.altman@kirkland.com); and

(iii) Gray Reed & McGraw LLP, 1300 Post Oak Boulevard, Suite 2000, Houston, Texas 77056, Attn: Jason S. Brookner (brookner@grayreed.com), Paul D. Moak (pmoak@grayreed.com), and Amber M. Carson (acarson@grayreed.com).

B. Bid Requirements.

Each Bid by a Potential Bidder must be submitted in writing and satisfy the following requirements (collectively, the "Bid Requirements"):

(i) **Purpose**. Each Potential Bidder must state that the Bid is an offer to purchase certain of the Assets and state which assets with specificity.

(ii) **Purchase Price**. Each Bid must clearly set forth the terms of any proposed Transaction, including and identifying separately any cash and non-cash components of the proposed Transaction consideration (the "Purchase Price") and allocating the Purchase Price among the assets.

(iii) **Deposit**. Each Bid must be accompanied by a cash deposit in the amount equal to 10% of the aggregate value of the proposed Purchase Price of the Bid to be held in a separate account for the benefit of the Debtors (the "Deposit").

(iv) **Marked Agreement**. Each Bid must include a signed asset purchase agreement, together with all exhibits and schedules thereto, the form of which will be provided to any Potential Bidder before the Bid Deadline, along with a redline version of such agreement relative to the Stalking Horse Agreement, attached hereto as **Exhibit B**, pursuant to which the Qualified Bidder proposes to effectuate the Transaction (collectively, the "Transaction Documents").

(v) **Committed Financing**. To the extent that a Bid is not accompanied by evidence of the Potential Bidder's capacity to consummate the Transaction set forth in its Bid with cash on hand, each Bid must include committed financing documented to the Debtors' satisfaction after consultation with the Consultation Parties that

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demonstrates that the Potential Bidder has received sufficient debt and/or equity funding commitments to satisfy the Potential Bidder's Purchase Price and other obligations under its Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals.

(vi) **Contingencies; No Financing or Diligence Outs**. A Potential Bidder's Bid cannot contain any financing, diligence or other contingencies of any nature not included in the Stalking Horse Agreement.

(vii) **Binding and Irrevocable**. An Acceptable Bidder's Bid must be irrevocable unless and until the Debtors accept a higher Bid and such Acceptable Bidder is not selected as the Backup Bidder (as defined below).

(viii) **Identity**. Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Potential Bidder if such Potential Bidder is an entity formed for the purpose of consummating the proposed Transaction contemplated by such Bid), and the complete terms of any such participation. Each Bid should also include contact information for the specific person(s), counsel, and other advisor whom Simmons and Kirkland & Ellis LLP should contact regarding such Bid.

(ix) **Adequate Assurance Information**. Each Bid must be accompanied by sufficient and adequate financial and other information to demonstrate, to the satisfaction of the Debtors, that such Potential Bidder (a) has the financial wherewithal and ability to consummate the Transaction designated in the applicable purchase agreement, and (b) can provide adequate assurance of future performance in connection the Transaction.

(x) **Authorization**. Each Bid must contain evidence acceptable to the Debtors that the Potential Bidder has obtained authorization or approval from its board of directors (or a comparable governing body) with respect to the submission of its Bid, execution, and delivery of the Transaction Documents, and the consummation of the Transaction contemplated in such Bid.

(xi) **No Fees**. Each Potential Bidder presenting a Bid or Bids will bear its own costs and expenses (including legal fees) in connection with the proposed Transaction, and by submitting its Bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, including under section 503(b) of the Bankruptcy Code.

(xii) **Time Frame for Closing**. A Bid by a Potential Bidder must be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Winning Bid (as defined below), within a time frame acceptable to the Debtors.

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(xiii) **Adherence to Bidding Procedures**. By submitting its Bid, each Potential Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and agrees not to submit a Bid or seek to reopen the Auction after conclusion of the Auction.

C. Minimum Value.

The Bid must provide for a (i) a cash Purchase Price equal to: (a) the Purchase Price set forth in the Stalking Horse Bid, plus (b) $500,000 (the "Minimum Value").

D. Designation of Qualified Bidders.

A Bid will be considered a "Qualified Bid," and each Potential Bidder that submits a Qualified Bid will be considered a "Qualified Bidder," if the Debtors, after consultation with the Consultation Parties, determine that such Bid:

(i) satisfies the Bid Requirements set forth above;

(ii) provides a Purchase Price that exceeds the Minimum Value; and

(iii) is reasonably likely (based on availability of financing, antitrust, or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Winning Bid (as defined below), within a time frame acceptable to the Debtors and the Committee.

The Debtors will notify each Qualified Bidder and the Stalking Horse Bidder whether such party is a Qualified Bidder and shall provide the Notice Parties a copy of each Qualified Bid by the Notice of Qualified Bidders Deadline. At such time, the Debtors shall also distribute copies of the Qualified Bids to the Stalking Horse Bidder and each Qualified Bidder.

If any Bid is determined by the Debtors not to be a Qualified Bid, the Potential Bidder shall be notified by the Debtors, and shall have until **the start of the Auction** to modify its Bid to increase the Purchase Price or otherwise improve the terms of the Bid for the Debtors; *provided* that any Qualified Bid may be improved at the Auction as set forth herein.

Between the date the Debtors notify a Potential Bidder that it is a Qualified Bidder and the Auction, the Debtors may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the prior written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase their Purchase Price, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bidding Procedures; and *in addition*, any Qualified Bid may be improved at the Auction as set forth herein. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Bidding Procedures.

Notwithstanding anything herein to the contrary, the Debtors reserve the right to work with (a) Potential Bidders and Potential Bidders to aggregate two or more Bids into a single

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consolidated Bid or (b) Qualified Bidders to aggregate two or more Qualified Bids into a single Qualified Bid prior to the conclusion of the Auction. The Debtors reserve the right to cooperate with any Potential Bidder to cure any deficiencies in a Bid that is not initially deemed to be a Qualified Bid. The Debtors may accept a single Qualified Bid or multiple Bids that, if taken together in the aggregate, would otherwise meet the standards for a single Qualified Bid (in which event those multiple bidders shall be treated as a single Qualified Bidder for purposes of the Auction).

The Stalking Horse Bidder shall be deemed to be a Qualified Bidder, the Stalking Horse Bid shall be deemed a Qualified Bid, and the Stalking Horse Bidder may participate in the Auction with respect to the Assets.

E. No Qualified Bids.

If the Debtors have received no Qualified Bids other than a Stalking Horse Bid as of the Bid Deadline, then the Auction will not occur and the Stalking Horse Bidder will be deemed the Winning Bid (as defined below). The Debtors reserve all rights to extend the Bid Deadline to such later date that the Debtors believe is necessary, in their sole discretion, to obtain additional Qualified Bids.

F. The Auction.

If the Debtors receive one or more Qualified Bids in addition to the Stalking Horse Bid, the Debtors will conduct the Auction to determine the Winning Bidder with respect to the Transaction.

Prior to the Auction, the Debtors and their advisors will notify all Qualified Bidders and the Stalking Horse Bidder of the highest or otherwise best Qualified Bid, as determined in the Debtors' business judgment (the "Baseline Bid"), and provide copies of the documents supporting the Baseline Bid to all Qualified Bidders, the Stalking Horse Bidder, the Committee, if any, and the Notice Parties. The determination of which Qualified Bid constitutes the Baseline Bid and which Qualified Bid constitutes the Winning Bid shall take into account any factors the Debtors, after consultation with the Consultation Parties, reasonably deem relevant to the value of the Qualified Bid to the Debtors' estates, including, among other things: (a) the number, type, and nature of any changes to the Stalking Horse Agreement requested by the Qualified Bidder; (b) the amount and nature of the total consideration; (c) the likelihood of the Qualified Bidder's ability to close the Transaction and the timing thereof; (d) the net economic effect of any changes to the value to be received by the Debtors' estates from the Transaction contemplated by the Baseline Bid; (e) the tax consequences of such Qualified Bid; and (f) impact to vendors, landlords, and employees (collectively, the "Bid Assessment Criteria").

The Auction shall take place at **a time to be determined no later than August 12, 2020**, by remote video as will be indicated in the Auction Notice, or such later date and time or location as selected by the Debtors after consultation with the Consultation Parties. The Auction shall be conducted in a timely fashion according to the following procedures:

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(i) The Debtors and their professionals shall direct and preside over the Auction. At the start of the Auction, the Debtors shall describe the terms of the Baseline Bid. All incremental Bids made thereafter shall be Overbids (as defined below) and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders. The Debtors shall maintain a written transcript of all Bids made and announced at the Auction.

(ii) Only Qualified Bidders (including the Stalking Horse Bidder), the Debtors, the Consultation Parties, and each of their respective legal and financial advisors, and any other parties specifically invited or permitted to attend by the Debtors, shall be entitled to attend the Auction, and the Qualified Bidders shall appear at the Auction in person and may speak or bid themselves or through duly authorized representatives. Except as otherwise permitted by the Debtors, only Qualified Bidders shall be entitled to bid at the Auction.

(iii) **Terms of Overbids**. "Overbid" means any Bid made at the Auction by a Qualified Bidder subsequent to the Debtors' announcement of the Baseline Bid, including any by the Stalking Horse Bidder. Each Overbid must comply with the following conditions:

(a) Minimum Overbid Increment. Any Overbid following the Baseline Bid or following any subsequent Prevailing Highest Bid (as defined below) shall be in increments of $500,000, unless otherwise determined by the Debtors in an exercise of their business judgment (the "Overbid Increment").

(b) Conclusion of Each Overbid Round. Upon the solicitation of each round of Overbids, the Debtors may announce a deadline (as the Debtors may, in their business judgment, extend from time to time, the "Overbid Round Deadline") by which time any Overbids must be submitted to the Debtors.

(c) Overbid Alterations. An Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable in the aggregate to the Debtors' estates than any prior Qualified Bid or Overbid, as determined in the Debtors' business judgment after consultation with the Consultation Parties, but shall otherwise comply with the terms of these Bidding Procedures.

(d) Announcing Highest Bid. Subsequent to each Overbid Round Deadline, the Debtors shall announce whether the Debtors have identified an Overbid as being higher or otherwise better than the Baseline Bid, in the initial Overbid Round, or, in subsequent rounds, the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the "Prevailing Highest Bid"). The Debtors shall describe to all Qualified Bidders the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid, as well as the value attributable by the Debtors to

such Prevailing Highest Bid based on, among other things, the Bid Assessment Criteria. For the avoidance of doubt, the Prevailing Highest Bid may be multiple Qualified Bids if, in the Debtors business judgment, such bids, taken together, are the highest or otherwise best Bid.

(iv) **Consideration of Overbids**. The Debtors reserve the right, in their business judgment, after consultation with the Consultation Parties, to adjourn the Auction one or more times, to, among other things (i) facilitate discussions between the Debtors and Potential Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their business judgment, may require, that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed Transaction at the prevailing Overbid amount.

(v) **Closing the Auction**. The Auction shall continue until there is only one Qualified Bid that the Debtors determine, in their business judgment, after consultation with the Consultation Parties, to be the highest or otherwise best Qualified Bid. Such Qualified Bid shall be declared the winning bid (the "Winning Bid") and such Qualified Bidder, the winning bidder (the "Winning Bidder"), at which point the Auction will be closed. The Auction shall not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an Overbid at the Auction to the then Prevailing Highest Bid. Such acceptance by the Debtors of the Winning Bid is conditioned upon approval by the Court of the Winning Bid. For the avoidance of doubt, nothing in these Bidding Procedures shall prevent the Debtors from exercising their respective fiduciary duties under applicable law. As soon as reasonably practicable after closing the Auction, the Debtors shall finalize definitive documentation to implement the terms of the Winning Bid, and, as applicable, cause such definitive documentation to be filed with the Court.

(vi) **No Collusion; Good-Faith *Bona Fide* Offer**. Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (i) it has not engaged in any collusion with respect to the bidding and (ii) its Qualified Bid is a good-faith *bona fide* offer and it intends to consummate the proposed Transaction if selected as the Winning Bidder.

G. Backup Bidder.

(i) Notwithstanding anything in these Bidding Procedures to the contrary, if an Auction is conducted, the Qualified Bidder with the next-highest or otherwise second-best Qualified Bid at the Auction, as determined by the Debtors in the exercise of their business judgment, after consultation with the Consultation Parties, shall be required to serve as a backup bidder (the "Backup Bidder") until such time that the Transaction is consummated upon entry of an order approving the Sale under section 363 of the Bankruptcy Code, and each Qualified Bidder shall

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agree and be deemed to agree to be the Backup Bidder if so designated by the Debtors.

(ii) The identity of the Backup Bidder and the amount and material terms of the Qualified Bid of the Backup Bidder shall be announced by the Debtors, at the conclusion of the Auction at the same time the Debtors announce the identity of the Winning Bidder. The Backup Bidder shall be required to keep its Qualified Bid (or if the Backup Bidder submits one or more Overbids at the Auction, its final Overbid) open and irrevocable until such time that the Transaction is consummated upon entry of an order approving the Transaction under section 363 of the Bankruptcy Code. The Backup Bidder's Deposit shall be held in a separate account pending approval of the Transaction by court order.

(iii) If the Winning Bidder fails to consummate the approved Transaction contemplated by its Winning Bid, the Debtors may select the Backup Bidder as the Winning Bidder, and such Backup Bidder shall be deemed a Winning Bidder for all purposes. The Debtors will be authorized, but not required, to consummate the Transaction contemplated by the Bid of such Backup Bidder without further order of the Court or notice to any party. In such case, the defaulting Winning Bidder's Deposit shall be forfeited to the Debtors' estates, and the Debtors, on behalf of themselves and their estates, specifically reserve the right to seek all available remedies against the defaulting Winning Bidder, including, but not limited to, specific performance.

H. Notice and Consultation Parties.

Information must be provided to the following under these Bidding Procedures (the "Notice Parties"): (a) counsel to JPMorgan Chase Bank, N.A., in its capacity as agent under the Debtors' prepetition ABL credit agreement (the "Prepetition ABL Agent"), (b) counsel to GACP Finance Co., LLC, in its capacity as agent under the Debtors' prepetition equipment term loan (the "Prepetition Equipment Term Loan Agent"), (c) counsel to CLMG Corp., in its capacity as agent under the Debtors' prepetition real estate term loan (the "Prepetition Real Estate Term Loan Agent" and together with the Prepetition ABL Agent and Prepetition Term Loan Agent, the "Agents"), (d) counsel to the Committee, and (e) the United States Trustee for the Southern District of Texas.

The term "Consultation Parties" as used in these Bidding Procedures shall mean: (a) counsel to Prepetition ABL Agent, (b) counsel to Prepetition Equipment Term Loan Agent, and (c) counsel to any Committee, if any. To the extent that any party that would otherwise be a Consultation Party has not fully and irrevocably waived its right to submit a Bid, it shall not be a Consultation Party.

I. "As Is, Where Is."

Consummation of any Transaction will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtors or their estates,

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except as specifically accepted or agreed to by the Debtors. Except as specifically accepted or agreed to by the Debtors, all of the Debtors' right, title, and interest in and to the Assets will be transferred to the Winning Bidder pursuant to section 363(b) of the Bankruptcy Code.

By submitting a Bid, each Potential Bidder will be deemed to acknowledge and represent that it (i) has had an opportunity to conduct adequate due diligence regarding the Transaction prior to making its Bid, (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents in making its Bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Transaction or the completeness of any information provided in connection therewith or the Auction, except the representations and warranties as expressly stated in the Potential Bidder's Transaction Documents; and (iv) the Potential Bidder did not engage in any collusive conduct and acted in good faith in submitting its Bid.

J. Reservation of Rights.

The Debtors reserve their rights to modify these Bidding Procedures in their business judgment, in consultation with the Consultation Parties, in any manner that will best promote the goals of these Bidding Procedures, or impose, at or prior to the Auction, additional customary terms and conditions on the Transaction, including: (a) extending the bid deadline set forth in these Bidding Procedures; (b) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; and (e) rejecting any or all Bids or Qualified Bids. Nothing in these Bidding Procedures shall abrogate the fiduciary duties of the Debtors. Notwithstanding anything to the contrary herein, the Debtors, in consultation with the Consultation Parties, may elect to consummate the Transaction through a chapter 11 plan as opposed to under section 363(b) of the Bankruptcy Code.

K. Consent to Jurisdiction.

All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, the construction and enforcement of these Bidding Procedures.

L. Approval of Winning Bid Hearing.

A hearing to consider the Transaction under section 363 of the Bankruptcy Code (the "Sale Hearing") pursuant to which the Debtors and the Winning Bidder intend to consummate the Transaction contemplated by the Winning Bid will be held **no later than August 14, 2020** and otherwise in accordance with any scheduling order entered by the Court.

The Hearing may be continued to a later date by the Debtors by sending notice prior to, or making an announcement at, the Hearing. No further notice of any such continuance will be required to be provided to any party.

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M. Return of Deposit.

The Deposit of the Winning Bidder shall be applied to the Purchase Price of such Transaction at closing. The Deposits for each Qualified Bidder shall be held in one or more separate accounts on terms acceptable to the Debtors and shall be returned (other than with respect to the Winning Bidder and the Backup Bidder) on the date that is three business days after the Auction.

If a Winning Bidder fails to consummate a proposed Transaction because of a breach by such Winning Bidder, the Debtors will not have any obligation to return the Deposit deposited by such Winning Bidder, which may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors and their estates, and the Debtors shall be free to consummate the proposed Transaction with the applicable Backup Bidder without the need for an additional hearing or order of the Court.

N. No Modification of Bidding Procedures.

These Bidding Procedures may not be modified except in accordance with Section J of these Bidding Procedures.

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EXHIBIT 2

Bidding Procedures

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	(Emergency Hearing Requested)

BIDDING PROCEDURES FOR THE SALE OF THE DEBTORS' FRACKING EQUIPMENT AND INTELLECTUAL PROPERTY

On July 20, 2020, BJ Services, LLC and certain of its subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Court"). On July 24, the Debtors filed the *Debtors' Emergency Motion for Entry of an Order (I) Approving the Bidding Procedures with Respect to Certain of the Debtors' Fracking Equipment and Intellectual Property, (II) Scheduling an Auction And A Sale Hearing, (III) Approving The Form And Manner Of Notices Related Thereto, (IV) Approving Contract Assumption and Assignment Procedures, and (V) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Motion"), seeking approval of, among other things, the procedures to determine the highest or otherwise best offer for the sale (the "Sale" or "Transaction") of the Debtors' right, title, and interest in certain vendor contracts and intellectual property related to the Debtors' next-generation fracturing pump platform referred to as TITAN™ (the "Titan Assets"), certain of the Debtors' other intellectual property assets (including the "BJ Services" name) (the "Intellectual Property"), and certain machinery and equipment (the "M&E Assets," and together with the Intellectual Property and Titan Assets, the "Assets").[2]

On July 24, 2020, BJ Services, LLC ("BJS") and BJ Services Holdings Canada, ULC (together with BJS, each a "Seller" and collectively the "Sellers") entered into that certain asset purchase agreement (the "Stalking Horse Agreement") with TES Asset Acquisition, LLC

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] The Transaction may be structured as an asset sale, equity sale, plan of reorganization, or otherwise, as determined by the Debtors in consultation with the Winning Bidder (as defined below).

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(the "Stalking Horse Bidder"), pursuant to which, among other things, the Stalking Horse Bidder proposed to purchase, acquire, and/or take assignment and delivery of the Purchased Assets.[3]

On [●], 2020, the Bankruptcy Court entered an *Order (I) Approving the Bidding Procedures with Respect to Certain of the Debtors' Fracking Equipment and Intellectual Property, (II) Scheduling an Auction And A Sale Hearing, (III) Approving The Form And Manner Of Notices Related Thereto, (IV) Approving Contract Assumption and Assignment Procedures, and (V) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Order," and the procedures contemplated herein, the "Bidding Procedures"). Pursuant to the Bidding Procedures, the Debtors are authorized to select the Stalking Horse Bidder (as defined below) and after announcing the Stalking Horse Bidder, if any, solicit further Bids (as defined below) culminating in an auction intended to obtain a higher or otherwise better Bid for the Transaction (the "Auction").

Key Dates

The key dates for the Sale are as follows. Such dates may be extended or otherwise modified by the Debtors.

Date	Event
Bid Deadline	August 10, 2020, at 11:59 p.m. (prevailing Central Time)
Notice of Qualified Bidders Deadline	August 11, 2020, at 7:00 p.m. (prevailing Central Time)
Auction (if applicable)	August 12, 2020, at a time to be determined
File Notice of Winning Bidder	As soon as reasonably practicable after the conclusion of the Auction
Objection Deadline	August 13, 2020, at 4:00 p.m. (prevailing Central Time)
Sale Hearing	August 14, 2020, at 1:30 p.m. (prevailing Central Time)

[3] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Stalking Horse Agreement.

Sale Process

I. Participation Requirements.

To receive due diligence information, including full access to the Debtors' electronic data room and to additional non-public information regarding the Debtors, a party interested in consummating the Transaction (each, a "Potential Bidder") must deliver to Simmons, the following documents (the "Preliminary Bid Documents"):

(a) an executed Confidentiality Agreement on terms reasonably acceptable to the Debtors, to the extent not already executed; and

(b) if requested, proof or other documentation acceptable to the Debtors, after consultation with the Consultation Parties (as defined below), of the Potential Bidder's financial capacity to close a proposed Transaction and provide adequate assurance of future performance under any executory contracts and unexpired leases to be assumed by the Debtors and assigned to such Potential Bidder pursuant to section 365 of the Bankruptcy Code, in connection with the Transaction.

The Debtors and their advisors will coordinate all reasonable requests from Potential Bidders for additional information and due diligence access; *provided* that the Debtors may decline to provide such information to Potential Bidders who, at such time and in the Debtors' business judgment, after consultation with the Consultation Parties, have not established, or who have raised doubt, that such Potential Bidder intends in good faith to, or has the capacity to, consummate the Transaction.

Each Potential Bidder shall comply with all reasonable requests for additional information and due diligence access by the Debtors, the official committee of unsecured creditors (the "Committee"), if any, or their respective advisors regarding such Potential Bidder and its contemplated Transaction.

Stalking Horse Bid

On July 24, 2020, the Debtors entered into the Stalking Horse Agreement with the Stalking Horse Bidder, pursuant to which, among other things: the Stalking Horse Bidder proposed to (a) purchase, acquire, and take assignment and delivery of, free and clear of all liens, claims encumbrances and other interests (except as provided in the Stalking Horse Agreement), the Assets, and certain executory contracts and unexpired leases and designation rights related thereto, and (b) assume the assumed liabilities (as defined in the Stalking Horse Agreement) (collectively the "Stalking Horse Agreement") on the terms set forth in the Stalking Horse Purchase Agreement, subject to higher or better bids.

Process for Additional Qualified Bids and Auction

The Debtors will solicit further Bids intended to obtain a higher or otherwise best Bid for the Transaction.

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A. Bid Deadline.

A Potential Bidder that desires to make a proposal, solicitation, or offer (each, a "Bid") shall transmit such proposal, solicitation, or offer via email (in .pdf or similar format) so as to be **actually received** on or before **August 10, 2020, at 11:59 p.m. (prevailing Central Time)** (the "Bid Deadline") to:

(i) Simmons, 609 Main Street, Suite 3800, Houston, Texas 77002, Attn: Sanjiv Shah (sanjiv.shah@simmonspsc.com); Tim McEuen (Tim.McEuen@simmonspsc.com); Steve Erzinger (Steve.Erzinger@simmonspsc.com), and Kirby Stockard (Kirby.Stockard@simmonspsc.com);

(ii) Kirkland & Ellis LLP, 601 Lexington Ave New York, New York 10022, Attn: Joshua A. Sussberg (joshua.sussberg@kirkland.com) and Christopher T. Greco (cgreco@kirkland.com), and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Samantha Lawrence (samantha.lawrence@kirkland.com) and Josh M. Altman (josh.altman@kirkland.com); and

(iii) Gray Reed & McGraw LLP, 1300 Post Oak Boulevard, Suite 2000, Houston, Texas 77056, Attn: Jason S. Brookner (jbrookner@grayreed.com), Paul D. Moak (pmoak@grayreed.com), and Amber M. Carson (acarson@grayreed.com).

B. Bid Requirements.

Each Bid by a Potential Bidder must be submitted in writing and satisfy the following requirements (collectively, the "Bid Requirements"):

(i) **Purpose**. Each Potential Bidder must state that the Bid is an offer to purchase certain of the Assets and state which assets with specificity.

(ii) **Purchase Price**. Each Bid must clearly set forth the terms of any proposed Transaction, including and identifying separately any cash and non-cash components of the proposed Transaction consideration (the "Purchase Price") and allocating the Purchase Price among the assets.

(iii) **Deposit**. Each Bid must be accompanied by a cash deposit in the amount equal to 10% of the aggregate value of the proposed Purchase Price of the Bid to be held in a separate account for the benefit of the Debtors (the "Deposit"); *provided, however*, that Secured Creditors shall not be required to fund a deposit with respect to any credit bid.

(iv) **Marked Agreement**. Each Bid must include a signed asset purchase agreement, together with all exhibits and schedules thereto, the form of which will be provided to any Potential Bidder before the Bid Deadline, along with a redline version of such agreement relative to the Stalking Horse Agreement, attached hereto as

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Exhibit B, pursuant to which the Qualified Bidder proposes to effectuate the Transaction (collectively, the "Transaction Documents").

(v) **Committed Financing**. To the extent that a Bid is not accompanied by evidence of the Potential Bidder's capacity to consummate the Transaction set forth in its Bid with cash on hand, each Bid must include committed financing documented to the Debtors' satisfaction after consultation with the Consultation Parties that demonstrates that the Potential Bidder has received sufficient debt and/or equity funding commitments to satisfy the Potential Bidder's Purchase Price and other obligations under its Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals.

(vi) **Contingencies; No Financing or Diligence Outs**. A Potential Bidder's Bid cannot contain any financing, diligence or other contingencies of any nature not included in the Stalking Horse Agreement.

(vii) **Binding and Irrevocable**. An Acceptable Bidder's Bid must be irrevocable unless and until the Debtors accept a higher Bid and such Acceptable Bidder is not selected as the Backup Bidder (as defined below).

(viii) **Identity**. Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Potential Bidder if such Potential Bidder is an entity formed for the purpose of consummating the proposed Transaction contemplated by such Bid), and the complete terms of any such participation. Each Bid should also include contact information for the specific person(s), counsel, and other advisor whom Simmons and Kirkland & Ellis LLP should contact regarding such Bid.

(ix) **Adequate Assurance Information**. Each Bid must be accompanied by sufficient and adequate financial and other information to demonstrate, to the satisfaction of the Debtors, that such Potential Bidder (a) has the financial wherewithal and ability to consummate the Transaction designated in the applicable purchase agreement, and (b) can provide adequate assurance of future performance in connection the Transaction.

(x) **Authorization**. Each Bid must contain evidence acceptable to the Debtors that the Potential Bidder has obtained authorization or approval from its board of directors (or a comparable governing body) with respect to the submission of its Bid, execution, and delivery of the Transaction Documents, and the consummation of the Transaction contemplated in such Bid.

(xi) **No Fees**. Each Potential Bidder presenting a Bid or Bids will bear its own costs and expenses (including legal fees) in connection with the proposed Transaction, and by submitting its Bid is agreeing to refrain from and waive any assertion or

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request for reimbursement on any basis, including under section 503(b) of the Bankruptcy Code.

(xii) **Time Frame for Closing**. A Bid by a Potential Bidder must be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Winning Bid (as defined below), within a time frame acceptable to the Debtors.

(xiii) **Adherence to Bidding Procedures**. By submitting its Bid, each Potential Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and agrees not to submit a Bid or seek to reopen the Auction after conclusion of the Auction.

C. Minimum Value.

The Bid must provide for a (i) a cash Purchase Price equal to: (a) the Purchase Price set forth in the Stalking Horse Bid; plus (b) $250,000 (the "Minimum Value"); *provided, however*, that Potential Bidders may submit a Bid for less than all of the Assets provided that the proposed Purchase Price for such assets exceeds the allocable value for such Assets in the Stalking Horse Bid by at least $100,000; and provided, further, that in the event of a credit bid by a Secured Creditor with respect to such Secured Creditors' collateral, the Purchase Price for the assets subject to such credit bid may be by credit against its secured claims.

D. Designation of Qualified Bidders.

A Bid will be considered a "Qualified Bid," and each Potential Bidder that submits a Qualified Bid will be considered a "Qualified Bidder," if the Debtors, after consultation with the Consultation Parties, determine that such Bid:

(i) satisfies the Bid Requirements set forth above;

(ii) provides a Purchase Price that exceeds the Minimum Value; and

(iii) is reasonably likely (based on availability of financing, antitrust, or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Winning Bid (as defined below), within a time frame acceptable to the Debtors and the Committee.

The Debtors will notify each Qualified Bidder and the Stalking Horse Bidder whether such party is a Qualified Bidder and shall provide the Notice Parties a copy of each Qualified Bid by the Notice of Qualified Bidders Deadline. At such time, the Debtors shall also distribute copies of the Qualified Bids to the Stalking Horse Bidder and each Qualified Bidder.

If any Bid is determined by the Debtors not to be a Qualified Bid, the Potential Bidder shall be notified by the Debtors, and shall have until **the start of the Auction** to modify its Bid to increase the Purchase Price or otherwise improve the terms of the Bid for the Debtors; *provided* that any Qualified Bid may be improved at the Auction as set forth herein.

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Between the date the Debtors notify a Potential Bidder that it is a Qualified Bidder and the Auction, the Debtors may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the prior written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase their Purchase Price, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bidding Procedures; and *in addition*, any Qualified Bid may be improved at the Auction as set forth herein. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Bidding Procedures.

Notwithstanding anything herein to the contrary, the Debtors reserve the right to work with (a) Potential Bidders and Potential Bidders to aggregate two or more Bids into a single consolidated Bid or (b) Qualified Bidders to aggregate two or more Qualified Bids into a single Qualified Bid prior to the conclusion of the Auction. The Debtors reserve the right to cooperate with any Potential Bidder to cure any deficiencies in a Bid that is not initially deemed to be a Qualified Bid. The Debtors may accept a single Qualified Bid or multiple Bids that, if taken together in the aggregate, would otherwise meet the standards for a single Qualified Bid (in which event those multiple bidders shall be treated as a single Qualified Bidder for purposes of the Auction).

The Stalking Horse Bidder shall be deemed to be a Qualified Bidder, the Stalking Horse Bid shall be deemed a Qualified Bid, and the Stalking Horse Bidder may participate in the Auction with respect to the Assets.

E. Right to Credit Bid.

Any Qualified Bidder who has a valid and perfected lien on any assets of the Debtors' estates (a "Secured Creditor") shall have the right to credit bid all or a portion of the value of such Secured Creditor's claims within the meaning of section 363(k) of the Bankruptcy Code; provided that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured; and provided, further, that no Secured Creditor shall be required to submit a cash bid for any of the Assets that do not constitute collateral by which such Secured Creditor is secured as a condition to such Secured Creditor exercising its right to credit bid for its collateral.

Furthermore, notwithstanding anything to the contrary set forth in these Bidding Procedures, the Prepetition Equipment Term Loan Agent shall: (i) have the right to credit bid all or a portion of its prepetition secured claims up to a maximum amount of $190,000,000, without prejudice to the actual allowable amount of such claims; and (ii) be deemed to be a Qualified Bidder and shall not be required to provide any cash deposit, asset purchase agreement, due diligence materials, or any other materials as a condition to its participation at the Auction, and may participate in the Auction with respect to the Assets.

F. No Qualified Bids.

If the Debtors have received no Qualified Bids other than a Stalking Horse Bid as of the

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Bid Deadline, then the Auction will not occur and the Stalking Horse Bidder will be deemed the Winning Bid (as defined below). The Debtors reserve all rights to extend the Bid Deadline to such later date that the Debtors believe is necessary, in their sole discretion, to obtain additional Qualified Bids.

G. The Auction.

If the Debtors receive one or more Qualified Bids in addition to the Stalking Horse Bid, the Debtors will conduct the Auction to determine the Winning Bidder with respect to the Transaction.

Prior to the Auction, the Debtors and their advisors will notify all Qualified Bidders and the Stalking Horse Bidder of the highest or otherwise best Qualified Bid, as determined in the Debtors' business judgment (the "Baseline Bid"), and provide copies of the documents supporting the Baseline Bid to all Qualified Bidders, the Stalking Horse Bidder, the Committee, if any, and the Notice Parties. The determination of which Qualified Bid constitutes the Baseline Bid and which Qualified Bid constitutes the Winning Bid shall take into account any factors the Debtors, after consultation with the Consultation Parties, reasonably deem relevant to the value of the Qualified Bid to the Debtors' estates, including, among other things: (a) the number, type, and nature of any changes to the Stalking Horse Agreement requested by the Qualified Bidder; (b) the amount and nature of the total consideration; (c) the likelihood of the Qualified Bidder's ability to close the Transaction and the timing thereof; (d) the net economic effect of any changes to the value to be received by the Debtors' estates from the Transaction contemplated by the Baseline Bid; (e) the tax consequences of such Qualified Bid; and (f) impact to vendors, landlords, and employees (collectively, the "Bid Assessment Criteria"). Notwithstanding the foregoing, nothing contained in these Bidding Procedures (including, without limitation, the Bid Assessment Criteria) shall be used to modify or negate a Secured Creditor's right to credit bid, or to condition such right on the sale of assets that do not constitute such Secured Creditor's collateral.

The Auction shall take place at **a time to be determined no later than August 12, 2020**, by remote video as will be indicated in the Auction Notice, or such later date and time or location as selected by the Debtors after consultation with the Consultation Parties. The Auction shall be conducted in a timely fashion according to the following procedures:

(i) The Debtors and their professionals shall direct and preside over the Auction. At the start of the Auction, the Debtors shall describe the terms of the Baseline Bid. All incremental Bids made thereafter shall be Overbids (as defined below) and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders. The Debtors shall maintain a written transcript of all Bids made and announced at the Auction, which shall be available to all Qualified Bidders.

(ii) Only Qualified Bidders (including the Stalking Horse Bidder), the Debtors, the Consultation Parties, and each of their respective legal and financial advisors, and any other parties specifically invited or permitted to attend by the Debtors, shall be

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entitled to attend the Auction, and the Qualified Bidders shall appear at the Auction in person and may speak or bid themselves or through duly authorized representatives. Except as otherwise permitted by the Debtors, only Qualified Bidders shall be entitled to bid at the Auction.

(iii) **Terms of Overbids**. "Overbid" means any Bid made at the Auction by a Qualified Bidder subsequent to the Debtors' announcement of the Baseline Bid, including any by the Stalking Horse Bidder. Each Overbid must comply with the following conditions:

(a) Minimum Overbid Increment. Any Overbid following the Baseline Bid or following any subsequent Prevailing Highest Bid (as defined below) shall be in increments of $250,000, unless otherwise determined by the Debtors in an exercise of their business judgment (the "Overbid Increment").

(b) Conclusion of Each Overbid Round. Upon the solicitation of each round of Overbids, the Debtors may announce a deadline (as the Debtors may, in their business judgment, extend from time to time, the "Overbid Round Deadline") by which time any Overbids must be submitted to the Debtors.

(c) Overbid Alterations. An Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable in the aggregate to the Debtors' estates than any prior Qualified Bid or Overbid, as determined in the Debtors' business judgment after consultation with the Consultation Parties, but shall otherwise comply with the terms of these Bidding Procedures.

(d) Announcing Highest Bid. Subsequent to each Overbid Round Deadline, the Debtors shall announce whether the Debtors have identified an Overbid as being higher or otherwise better than the Baseline Bid, in the initial Overbid Round, or, in subsequent rounds, the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the "Prevailing Highest Bid"). The Debtors shall describe to all Qualified Bidders the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid, as well as the value attributable by the Debtors to such Prevailing Highest Bid based on, among other things, the Bid Assessment Criteria. For the avoidance of doubt, the Prevailing Highest Bid may be multiple Qualified Bids if, in the Debtors business judgment, such bids, taken together, are the highest or otherwise best Bid.

(iv) **Consideration of Overbids**. The Debtors reserve the right, in their business judgment, after consultation with the Consultation Parties, to adjourn the Auction one or more times, to, among other things (i) facilitate discussions between the Debtors and Potential Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their business judgment,

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may require, that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed Transaction at the prevailing Overbid amount.

(v) **Closing the Auction**. The Auction shall continue until there is only one Qualified Bid that the Debtors determine, in their business judgment, after consultation with the Consultation Parties, to be the highest or otherwise best Qualified Bid. Such Qualified Bid shall be declared the winning bid (the "Winning Bid") and such Qualified Bidder, the winning bidder (the "Winning Bidder"), at which point the Auction will be closed. The Auction shall not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an Overbid at the Auction to the then Prevailing Highest Bid. Such acceptance by the Debtors of the Winning Bid is conditioned upon approval by the Court of the Winning Bid. For the avoidance of doubt, nothing in these Bidding Procedures shall prevent the Debtors from exercising their respective fiduciary duties under applicable law. As soon as reasonably practicable after closing the Auction, the Debtors shall finalize definitive documentation to implement the terms of the Winning Bid, and, as applicable, cause such definitive documentation to be filed with the Court.

(vi) **No Collusion; Good-Faith *Bona Fide* Offer**. Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (i) it has not engaged in any collusion with respect to the bidding and (ii) its Qualified Bid is a good-faith *bona fide* offer and it intends to consummate the proposed Transaction if selected as the Winning Bidder.

H. Backup Bidder.

(i) Notwithstanding anything in these Bidding Procedures to the contrary, if an Auction is conducted, the Qualified Bidder with the next-highest or otherwise second-best Qualified Bid at the Auction, as determined by the Debtors in the exercise of their business judgment, after consultation with the Consultation Parties, shall be required to serve as a backup bidder (the "Backup Bidder") until such time that the Transaction is consummated upon entry of an order approving the Sale under section 363 of the Bankruptcy Code, and each Qualified Bidder shall agree and be deemed to agree to be the Backup Bidder if so designated by the Debtors.

(ii) The identity of the Backup Bidder and the amount and material terms of the Qualified Bid of the Backup Bidder shall be announced by the Debtors, at the conclusion of the Auction at the same time the Debtors announce the identity of the Winning Bidder. The Backup Bidder shall be required to keep its Qualified Bid (or if the Backup Bidder submits one or more Overbids at the Auction, its final Overbid) open and irrevocable until such time that the Transaction is consummated upon entry of an order approving the Transaction under section 363 of the Bankruptcy Code. The Backup Bidder's Deposit shall be held in a separate account pending approval of the Transaction by court order.

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(iii) If the Winning Bidder fails to consummate the approved Transaction contemplated by its Winning Bid, the Debtors may select the Backup Bidder as the Winning Bidder, and such Backup Bidder shall be deemed a Winning Bidder for all purposes. The Debtors will be authorized, but not required, to consummate the Transaction contemplated by the Bid of such Backup Bidder without further order of the Court or notice to any party. In such case, the defaulting Winning Bidder's Deposit shall be forfeited to the Debtors' estates, and the Debtors, on behalf of themselves and their estates, specifically reserve the right to seek all available remedies against the defaulting Winning Bidder, including, but not limited to, specific performance.

I. Notice and Consultation Parties.

Information must be provided to the following under these Bidding Procedures (the "Notice Parties"): (a) counsel to JPMorgan Chase Bank, N.A., in its capacity as agent under the Debtors' prepetition ABL credit agreement (the "Prepetition ABL Agent"), (b) counsel to GACP Finance Co., LLC, in its capacity as agent under the Debtors' prepetition equipment term loan (the "Prepetition Equipment Term Loan Agent"), (c) counsel to CLMG Corp., in its capacity as agent under the Debtors' prepetition real estate term loan (the "Prepetition Real Estate Term Loan Agent" and together with the Prepetition ABL Agent and Prepetition Term Loan Agent, the "Agents"), (d) counsel to the Committee, and (e) the United States Trustee for the Southern District of Texas.

The term "Consultation Parties" as used in these Bidding Procedures shall mean: (a) counsel to Prepetition ABL Agent, (b) counsel to Prepetition Equipment Term Loan Agent, and (c) counsel to any Committee, if any. To the extent that any party that would otherwise be a Consultation Party has not fully and irrevocably waived its right to submit a Bid, it shall not be a Consultation Party.

J. "As Is, Where Is."

Consummation of any Transaction will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtors or their estates, except as specifically accepted or agreed to by the Debtors. Except as specifically accepted or agreed to by the Debtors, all of the Debtors' right, title, and interest in and to the Assets will be transferred to the Winning Bidder pursuant to section 363(b) of the Bankruptcy Code.

By submitting a Bid, each Potential Bidder will be deemed to acknowledge and represent that it (i) has had an opportunity to conduct adequate due diligence regarding the Transaction prior to making its Bid, (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents in making its Bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Transaction or the completeness of any information provided in connection therewith or the Auction, except the representations and warranties as expressly stated in the Potential Bidder's Transaction Documents; and (iv) the Potential Bidder did not engage in any collusive conduct and acted in good faith in submitting its Bid.

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K. Reservation of Rights.

The Debtors reserve their rights to modify these Bidding Procedures in their business judgment, in consultation with the Consultation Parties, in any manner that will best promote the goals of these Bidding Procedures, or impose, at or prior to the Auction, additional customary terms and conditions on the Transaction, including: (a) extending the bid deadline set forth in these Bidding Procedures; (b) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; and (e) rejecting any or all Bids or Qualified Bids; *provided, however*, that the Debtors may not modify any Secured Creditor's credit bid rights without such Secured Creditor's prior written consent or by Order of the Court. Nothing in these Bidding Procedures shall abrogate the fiduciary duties of the Debtors. Notwithstanding anything to the contrary herein, the Debtors, in consultation with the Consultation Parties, may elect to consummate the Transaction through a chapter 11 plan as opposed to under section 363(b) of the Bankruptcy Code.

L. Consent to Jurisdiction.

All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, the construction and enforcement of these Bidding Procedures.

M. Approval of Winning Bid Hearing.

A hearing to consider the Transaction under section 363 of the Bankruptcy Code (the "Sale Hearing") pursuant to which the Debtors and the Winning Bidder intend to consummate the Transaction contemplated by the Winning Bid will be held **no later than August 14, 2020** and otherwise in accordance with any scheduling order entered by the Court.

The Hearing may be continued to a later date by the Debtors by sending notice prior to, or making an announcement at, the Hearing. No further notice of any such continuance will be required to be provided to any party.

N. Return of Deposit.

The Deposit of the Winning Bidder shall be applied to the Purchase Price of such Transaction at closing. The Deposits for each Qualified Bidder shall be held in one or more separate accounts on terms acceptable to the Debtors and shall be returned (other than with respect to the Winning Bidder and the Backup Bidder) on the date that is three business days after the Auction.

If a Winning Bidder fails to consummate a proposed Transaction because of a breach by such Winning Bidder, the Debtors will not have any obligation to return the Deposit deposited by such Winning Bidder, which may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors and their estates, and the Debtors shall be free to consummate the proposed Transaction with the applicable Backup Bidder without the need for an additional hearing or order of the Court.

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O. No Modification of Bidding Procedures.

These Bidding Procedures may not be modified except in accordance with Section K of these Bidding Procedures.

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EXHIBIT 3

Auction Notice

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IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)

NOTICE OF SALE BY AUCTION AND SALE HEARING

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the "Debtors")[2] each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas (the "Court") on July 20, 2020

PLEASE TAKE NOTICE that on July 24, 2020, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Emergency Motion for Entry of an Order (I) Approving the Bidding Procedures With Respect to Certain of the Debtors' Fracking Equipment and Intellectual Property, (II) Scheduling an Auction and a Sale Hearing, (III) Approving the Form and Manner of Notices Related Thereto, (V) Approving Contract Assumption and Assignment Procedures, and (VI) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Motion") with the United States Bankruptcy Court for the Southern District of Texas (the "Court") seeking, among other things, entry of an order (the "Bidding Procedures Order"): (a) authorizing the Debtors to enter into that certain asset purchase agreement (the "Stalking Horse Agreement") between BJ Services, LLC and BJ Services Holdings Canada, ULC and TES Asset Acquistions, LLC (the "Stalking Horse Bidder"); (b) authorizing and approving the bidding procedures for the sale (the "Sale" or "Transaction") of the Debtors' right, title, and interest in and to certain vendor contracts and intellectual property related to the Debtors' next-generation fracturing pump platform referred to as TITAN™ (the "Titan Assets"), certain of the Debtors' other intellectual property assets (including the "BJ Services" name) (the "Intellectual Property"), and certain machinery and equipment (the "M&E Assets," and together with the Intellectual Property and Titan Assets, the "Assets"); (c) establishing certain dates and deadlines, including the Bid Deadline and the date of the Auction, if any; (d) approving the form and manner of notice of the Auction, if any, and the Sale Hearing; (e) approving the procedures for the assumption and assignment (the "Assumption and Assignment Procedures") of certain executory contracts and unexpired leases (the "Contracts") and related cure amounts; and (f) granting related relief. Please note that all capitalized terms used but not defined herein shall have the meanings set forth in the Bidding

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not yet defined herein have the meanings ascribed to such terms in Bidding Procedures Motion.

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Procedures Motion.

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of the Assets of the Debtors consistent with the Bidding Procedures approved by the Court by entry of an order on July [●], 2020 [Docket No. [●]] (the "Bidding Procedures Order"). **All interested bidders should carefully read the Bidding Procedures and Bidding Procedures Order.** To the extent that there are any inconsistencies between this notice and the Bidding Procedures or Bidding Procedures Order, the Bidding Procedures or Bidding Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the Sale at a hearing scheduled to commence **no later than August 14, 2020** (the "Sale Hearing") before the Honorable Marvin Isgur, United States Bankruptcy Judge for the Bankruptcy Court for the Southern District of Texas, at 515 Rusk Avenue, 4th Floor, Courtroom No. 404, Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bidding Procedures Order with respect to any objections to proposed cure amounts or the assumption and assignment of Contracts and/or objections to the relief requested in the Bidding Procedures Motion ***must***: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be ***actually received*** **on or before the Sale Hearing** by the following parties (the "Notice Parties"):

Counsel to the Debtors	**Co-Counsel to the Debtors**
Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attn: Joshua Sussberg and Christopher T. Greco Email: joshua.sussberg@kirkland.com cgreco@kirkland.com - and - Kirkland & Ellis LLP 300 North LaSalle Chicago Illinois 60654 Attn: Samantha G. Lawrence and Josh Altman Email: samantha.lawrence@kirkland.com josh.altman@kirkland.com	Gray Reed & McGraw LLP 1300 Post Oak Boulevard, Suite 2000 Houston, Texas 77056 Attn: Jason S. Brookner, Paul D. Moak, and Amber M. Carson Email: jbrookner@grayreed.com pmoak@grayreed.com acarson@grayreed.com
Proposed Counsel to the Committee	**The United States Trustee**
	Office of the United States Trustee Southern District of Texas 15 Rusk Street, Suite 3516 Houston, Texas 77002 Attn: Hector Dura and Stephen Statham Email: hector.duran.jr.@usdoj.gov stephen.statham@usdoj.gov

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Counsel to the Prepetition ABL Agent	Counsel to the Prepetition Equipment Term Loan Agent
Sidley Austin LLP One South Dearborn Chicago, Illinois 60603 Attn: Dennis Twomey, Herschel Hamner, and Alyssa Russell Email: dtwomey@sidley.com hhamner@sidley.com alyssa.russell@sidley.com	Choate, Hall & Stewart LLP 2 International Place Boston, Massachusetts 02110 Attn: John Ventola Email: jventola@choate.com - and - DLA Piper LLP 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801 Attn: Stuart Brown Email: stuart.brown@dlapiper.com
Counsel to the Real Estate Term Loan Lenders	
Sheppard, Mullin, Richter & Hampton LLP 70 West Madison Street, 48th Floor Chicago, Illinois 60602 Attn: Justin Bernbrock Email: jbernbrock@sheppardmullin.com	

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT.

Important Dates and Deadlines

Date	Event
Bid Deadline	August 10, 2020, at 11:59 p.m. (prevailing Central Time)
Notice of Qualified Bidders Deadline	August 11, 2020, at 7:00 p.m. (prevailing Central Time)
Auction (if applicable)	August 12, 2020, at a time to be determined
File Notice of Winning Bidder	As soon as reasonably practicable after the conclusion of the Auction
Objection Deadline	August 13, 2020, at 4:00 p.m. (prevailing

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Sale Hearing	August 14, 2020, at 1:30 p.m. (prevailing Central Times)

NO SUCCESSOR OR TRANSFEREE LIABILITY

The Stalking Horse APA and proposed Sale Order provide that the Stalking Horse Bidder and/or Successful Bidder, if applicable, will have no responsibility for, and the Assets will be sold free and clear of, any successor liability, including the following: (a) any liability or other obligation of the Debtors' estates or related to the Assets other than as expressly set forth in the applicable Purchase Agreement; or (b) any claims against the Debtors, their estates, or any of their predecessors or affiliates. Except as expressly provided in the Sale Order or the applicable Purchase Agreement, the Stalking Horse Bidder or Successful Bidder shall have no liability whatsoever with respect to the Debtors' estates' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors' estates' (or their predecessors' or affiliates') obligations (as described below, "Successor or Transferee Liability") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, *de facto* merger, or substantial continuity, whether known or unknown as of the Closing Date (as defined in the applicable Purchase Agreement), now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the closing of the Sale, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of any of the Assets prior to the closing of the Sale.

PLEASE TAKE FURTHER NOTICE that copies of the Bidding Procedures Motion, Bidding Procedures, and Bidding Procedures Order, as well as all related exhibits, including the Stalking Horse Purchase Agreement, are available: (a) free of charge upon request to Donlin, Recano & Company Inc. (the notice and claims agent in these chapter 11 cases), by visiting the website maintained in these chapter 11 cases at www.donlinrecano.com/bjs, or (c) for a fee via PACER by visiting https://www.txs.uscourts.gov/.

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PLEASE TAKE FURTHER NOTICE that you may obtain additional information concerning the above-captioned chapter 11 cases at the website maintained in these chapter 11 cases at www.donlinrecano.com/bjs.

Houston, Texas
July 24, 2020

/s/ Paul D. Moak

GRAY REED & McGRAW LLP
Jason S. Brookner (TX Bar No. 24033684)
Paul D. Moak (TX Bar No. 00794316)
Amber M. Carson (TX Bar No. 24075610)
1300 Post Oak Boulevard, Suite 2000
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Proposed Co-Counsel to the Debtors

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cgreco@kirkland.com

-and-

Samantha G. Lawrence (admitted *pro hac vice*)
Joshua M. Altman (admitted *pro hac vice*
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Facsimile: (312) 862-2200
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samantha.lawrence@kirkland.com

Proposed Co-Counsel to the Debtors
and Debtors in Possession

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EXHIBIT 4

Assumption and Assignment Notice

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)

NOTICE OF PROPOSED ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the "Debtors")[2] each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas (the "Court") on July 20, 2020.

PLEASE TAKE FURTHER NOTICE that on [●], 2020, the Court entered an order [Docket No. [●]] (the "Bidding Procedures Order") approving, among other things, (a) authorizing and approving the bidding procedures (the "Bidding Procedures") for the sale of the Debtors' right, title, and interest in and to certain vendor contracts and intellectual property related to the Debtors' next-generation fracturing pump platform referred to as TITAN™ (the "Titan Assets"), certain of the Debtors' other intellectual property assets (including the "BJ Services" name) (the "Intellectual Property"), and certain machinery and equipment (the "M&E Assets," and together with the Intellectual Property and Titan Assets, the "Assets"); (b) establishing certain dates and deadlines, including the Bid Deadline and the date of the Auction, if any, (c) approving the form and manner of notice of the Auction, if any, and the Winning Bidder, (d) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases and the resolution of related cure amounts (the "Assumption and Assignment Procedures"), and (e) granting related relief.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Assumption and Assignment Procedures and by this written notice, the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that the Contracts and any modifications thereto set forth on **Exhibit I** attached hereto (collectively, the "Assumed Contracts") shall be assumed and

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used but not yet defined herein have the meanings ascribed to such terms later in Bidding Procedures or in the First Day Declaration, as applicable.

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assigned to the Assignee, subject to the Assignee's payment of the cure amounts set forth on **Exhibit I**, or such other cure amounts that are agreed to by the parties.

PLEASE TAKE FURTHER NOTICE that nothing herein (i) alters in any way the prepetition nature of the Assumed Contracts or the validity, priority, or amount of any claims of a counterparty to any Assumed Contract against the Debtors that may arise under such Assumed Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Assumed Contract against the Debtors that may arise under such Assumed Contract.

PLEASE TAKE FURTHER NOTICE that the inclusion of an Assumed Contract on the Notice of Assumption and Assignment will not: (a) obligate the Debtors to assume any Assumed Contract listed thereon or the Winning Bidder to take assignment of such Assumed Contract; or (b) constitute any admission or agreement of the Debtors that such Assumed Contract is an executory contract. Only those Assumed Contracts that are included on a schedule of assumed and acquired contracts attached to a final asset purchase agreement with a Winning Bidder (including amendments or modifications to such schedules in accordance with such asset purchase agreement) will be assumed and assigned to the applicable Winning Bidder. No Assumed Contract shall be assumed absent closing on the assignment thereof to the applicable Winning Bidder.

PLEASE TAKE FURTHER NOTICE that any Contract assumed pursuant to section 363(f) of the Bankruptcy Code shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guarantees of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims, and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) (but only in connection with the assignment by the Debtor to the Assignee)), and (b) constitutes a legal, valid, and effective transfer of such Contract(s) and vests the applicable Assignee with all rights, titles, and interests to the applicable Contract(s). For the avoidance of doubt, all provisions of the applicable Assumed Contract, including any provision limiting future assignment, shall be binding on the applicable Assignee after consummation of the assignment of such Contract by the Debtors to the Assignee.

Obtaining Additional Information

Copies of the Bidding Procedures Order, the Bidding Procedures, the Plan, and all pleadings filed in these chapter 11 cases are available upon request to Donlin, Recano & Company, Inc., the Debtors' notice and claims agent, by calling (877) 274-7653 (Domestic) or (212) 771-1128 (International), or by visiting the case website at http://www.donlinrecano.com/bjs.

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Important Dates and Deadlines

1. Parties objecting to a proposed assumption and assignment and/or to a Winning Bidder's proposed form of adequate assurance of future performance must file a written objection (each, an "Assumption Objection") so that such Assumption Objection is filed with the Court and **actually received two (two) days prior to the Sale Hearing and served on the Notice Parties.**

2. A hearing to consider approval of the proposed Sale will be held no later than **August 14, 2020,** or such other date as determined by the Court.

Filing Assumption and Assignment Objections

Pursuant to the Assumption and Assignment Procedures, if no objection to the assumption of any Contract is timely filed, each Contract shall be assumed as of the Assumption Date set forth in the applicable Assumption and Assignment Procedures or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree, and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes; provided, however, that the Assumption Date for a lease of nonresidential real property shall not occur earlier than the date the Debtors filed and served the applicable Assumption and Assignment Notice.

Any objections will be considered at the Sale Hearing, or as soon thereafter as counsel may be heard, and must be served on the following parties:

Counsel to the Debtors	Co-Counsel to the Debtors
Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attn: Joshua Sussberg and Christopher T. Greco Email: joshua.sussberg@kirkland.com cgreco@kirkland.com - and - Kirkland & Ellis LLP 300 North LaSalle Chicago Illinois 60654 Attn: Samantha G. Lawrence and Josh Altman Email: samantha.lawrence@kirkland.com josh.altman@kirkland.com	Gray Reed & McGraw LLP 1300 Post Oak Boulevard, Suite 2000 Houston, Texas 77056 Attn: Jason S. Brookner, Paul D. Moak, and Amber M. Carson Email: jbrookner@grayreed.com pmoak@grayreed.com acarson@grayreed.com
Proposed Counsel to the Committee	**The United States Trustee**

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	Office of the United States Trustee Southern District of Texas 15 Rusk Street, Suite 3516 Houston, Texas 77002 Attn: Hector Dura and Stephen Statham Email: hector.duran.jr.@usdoj.gov stephen.statham@usdoj.gov
Counsel to the Prepetition ABL Agent	**Counsel to the Prepetition Equipment Term Loan Agent**
Sidley Austin LLP One South Dearborn Chicago, Illinois 60603 Attn: Dennis Twomey, Herschel Hamner, and Alyssa Russell Email: dtwomey@sidley.com hhamner@sidley.com alyssa.russell@sidley.com	Choate, Hall & Stewart LLP 2 International Place Boston, Massachusetts 02110 Attn: John Ventola Email: jventola@choate.com - and - DLA Piper LLP 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801 Attn: Stuart Brown Email: stuart.brown@dlapiper.com
Counsel to the Real Estate Term Loan Lenders	
Sheppard, Mullin, Richter & Hampton LLP 70 West Madison Street, 48th Floor Chicago, Illinois 60602 Attn: Justin Bernbrock Email: jbernbrock@sheppardmullin.com	

Consequences of Failing to Timely File and Serve an Objection

Any counterparty to an Assumed Contract who fails to timely file and serve an objection to the proposed assumption and assignment of an Assumed Contract in accordance with the Bidding Procedures Order and Assumption and Assignment Procedures incorporated therein shall be forever barred from asserting any objection to the assumption and assignment of the Assumed Contract and/or the cure payment set forth on Exhibit I, including asserting additional cure amounts with respect to an Assumed Contract relating to any period prior to the time of assumption and assignment.

[*Remainder of page left intentionally blank*]

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Houston, Texas
July [●], 2020

/s/

GRAY REED & McGRAW LLP
Jason S. Brookner (TX Bar No. 24033684)
Paul D. Moak (TX Bar No. 00794316)
Amber M. Carson (TX Bar No. 24075610)
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Proposed Co-Counsel to the Debtors and Debtors in Possession

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C.
Christopher T. Greco, P.C. (admitted *pro hac vice*)
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New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: joshua.sussberg@kirkland.com
cgreco@kirkland.com

-and-

Samantha G. Lawrence (admitted *pro hac vice*)
Joshua M. Altman (admitted *pro hac vice*)
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: samantha.lawrence@kirkland.com
josh.altman@kirkland.com

Proposed Co-Counsel to the Debtors and Debtors in Possession

SCHEDULE "J"

ENTERED
07/29/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 37**

ORDER (I) AUTHORIZING AND APPROVING PROCEDURES TO ASSUME, ASSUME AND ASSIGN, AND REJECT EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) authorizing and approving procedures to assume, assume and assign, and reject executory contracts and unexpired leases, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declarations; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

[2] Capitalized terms used and not defined herein have the meanings ascribed to them in the Motion.

Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The following Rejection Procedures are approved in connection with rejecting Contracts:

a. ***Rejection Notice***. The Debtors shall file one or more notices in the form attached to hereto as **Exhibit A** (each, a "Rejection Notice") to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice(s) shall set forth, among other things, with respect to each Contract listed on the Rejection Notice: (i) the Contract to be rejected; (ii) the Debtor or Debtors party to such Contract; (iii) the names and addresses of the counterparties to such Contract; (iv) the proposed effective date of the rejection for such Contract (the "Rejection Date"); and (v) if such Contract is a Lease, the personal property to be abandoned, if any. The Rejection Notice shall also set forth the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). Each Rejection Notice may list multiple Contracts.

b. ***Service of Rejection Notice***. The Debtors will cause the Rejection Notice and Rejection Schedule to be served by electronic mail upon: (i) each Rejection Counterparty; (ii) the United States Trustee for the Southern District of Texas (the "U.S. Trustee"); (iii) counsel to any statutory committee appointed; (iv) counsel to the Prepetition ABL Lenders, as administrative agent under the Debtors' prepetition credit agreement; (v) with respect to real property Leases, any known third party having an interest in personal property located at the leased premises; and (vi) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Rejection Notice Parties").

c. ***Objection Procedures***. Parties objecting to a proposed rejection must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases no later than fourteen (14) days after the date the Debtors serve the relevant Rejection Notice.

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d. ***No Objection***. If no objection to the rejection of any Contract is timely filed, each Contract listed in the applicable Rejection Notice shall be rejected as of the Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree; *provided* that the effective date of a rejection of a real property lease shall not occur until the later of (i) the date the Debtors file and serve a Rejection Notice for the lease, and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and turn over keys, key codes, and securities codes, if any, to the affected landlord.

e. ***Unresolved Objections***. If one or more objections to the rejection of any Contract(s) listed in the applicable Rejection Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the rejection of the Contract(s) implicated by such objection(s) and shall provide at least ten (10) days' notice of such hearing to each objecting party and the Objection Service Parties. If any such objection is overruled or withdrawn, the Contract(s) that are the subject of such objection shall be rejected as of the Rejection Date set forth in the Rejection Notice or such other date as agreed by the parties or determined by the Court as set forth in any order overruling such objection.

f. ***No Application of Deposits***. If the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, such Contract counterparty may not setoff, recoup, or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contract(s) otherwise agree.

g. ***Abandoned Property***. The Debtors are authorized, but not directed, at any time on or after the applicable Rejection Date, to remove or abandon, at

their option, any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract. The Debtors shall generally describe the abandoned personal property in the Rejection Notice. Absent a timely objection, the property will be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date.[3] Landlords may, in their sole discretion and without further order of this Court, utilize and/or dispose of such property without liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

h. ***Rejection Damages***. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, and (ii) thirty (30) days after the Rejection Date. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

i. ***Removal from Schedule***. The Debtors reserve the right to remove any Contract from the schedule to any Rejection Notice at any time prior to the later of the Rejection Date or the date of entry of an order of the Court approving the rejection.

2. The following Assumption Procedures are approved in connection with assuming and assuming and assigning Contracts:

a. ***Assumption Notice***. The Debtors shall file one or more notices in the form attached hereto as **Exhibit B** (each, an "Assumption Notice") to assume a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things, with respect to each Contract listed in the Assumption Notice: (i) the Contract to be assumed; (ii) the Debtor or Debtors party to such Contract; (iii) the names and addresses of the counterparties to such Contract; (iv) the identity of the proposed assignee of such Contract (the "Assignee"), if applicable; (v) the effective date of the assumption for such Contract (the "Assumption Date"); (vi) the proposed cure amount, if any, for such Contract; and (vii) a description of any material amendments to the Contract made outside of the ordinary course of business. The Assumption Notice shall also set forth the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). Each Assumption Notice may list multiple Contracts.

[3] If the Rejection Date specified in the Rejection Notice with respect to any Contract that is a lease of nonresidential real property predates the removal of any property not otherwise generally described in the Rejection Notice, the Rejection Date will not become effective until such date the property is removed from the leased premises.

b. ***Service of Assumption Notice***. The Debtors will cause each Assumption Notice to be served via email, if available, and by overnight delivery service upon the Contract counterparties affected by the Assumption Notice and their counsel, if known, and by first class mail, email, or fax upon: (i) the Master Notice Parties and (ii) any party asserting a lien or other possessory interest in the Contract.[4]

c. ***Objection Procedures***. Parties objecting to a proposed assumption must file and serve a written objection so that such objection is filed with the Court and ***actually received*** by the Objection Service Parties no later than fourteen (14) days after the date the Debtors serve the applicable Assumption Notice (the "Assumption Objection Deadline").

d. ***No Objection***. If no objection to the assumption of any Contract is timely filed, each Contract listed in the applicable Assumption Notice shall be assumed as of the Assumption Date set forth in the Assumption Notice or such other date as the Debtors and the counterparty or counterparties to such Contract(s) (and, as applicable, the assignee of such Contract) agree and the proposed cure amount for each such Contract shall be binding on all counterparties to such Contract(s) and no amount in excess thereof shall be paid for cure purposes.

e. ***Unresolved Objections***. If one or more objections to the assumption of any Contract(s) listed in the applicable Assumption Notice is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the assumption of the Contract(s) implicated by such objection(s) and shall provide at least ten (10) days' notice of such hearing to each objecting party and the Objection Service Parties. If any such objection is overruled or withdrawn, the Contract(s) that are the subject of such objection shall be assumed as of the Assumption Date set forth in the Assumption Notice or such other date as agreed by the Debtors and the counterparty or counterparties to such Contract(s) (and, as applicable, the assignee of such Contract) or determined by the Court as set forth in any order overruling such objection.

f. ***Removal from Schedule***. The Debtors reserve the right to remove any Contract from the schedule to any Assumption Notice at any time prior to the Assumption Date (including, without limitation, upon the failure of any proposed assumption and assignment to close), or to file an amended schedule revising the proposed cure amounts.

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[4] The Debtors shall serve a counterparty to a Contract to be assumed under the Contract Procedures with evidence of adequate assurance upon such counterparty's written request to the Debtors' proposed counsel.

3. With regard to Contracts to be assigned, pursuant to section 363(f) of the Bankruptcy Code, the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guarantees of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims, and encumbrances (A) that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s), or (B) in respect of any taxes); and (b) constitute a legal, valid, and effective transfer of such Contract(s) and vests the applicable Assignee with all rights, titles, and interests to the applicable Contract(s).

4. Subject to and conditioned upon the occurrence of a closing with respect to the assumption and assignment of any Contract, and subject to the other provisions of this Order (including the aforementioned Assumption Procedures), the Debtors are hereby authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to any Assignees the applicable Contract(s), with any applicable Assignee being responsible only for the post-closing liabilities under the applicable Contract(s) except as otherwise provided for in this Order or other order of the Court and (b) execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer such Contract(s).

5. The Debtors' right to assert that any provisions in the Contract that expressly or effectively (directly or indirectly) restrict, prohibit, condition, or limit the assignment of or the effectiveness of the applicable Contract are unenforceable anti-assignment or *ipso facto* clauses is fully reserved.

6. An Assignee shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing or relating to a period prior to the applicable closing date, unless otherwise ordered by the Court.

7. Nothing herein or in the Motion shall preclude the Debtors from seeking to assume, assume and assign, and reject a Contract by separate motion.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

9. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease, respectively.

10. The fourteen-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

11. Bankruptcy Rule 6006(f) is deemed satisfied.

12. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable

nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

13. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

15. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

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16. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: July 29, 2020

Marvin Isgur
United States Bankruptcy Judge

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Exhibit A

Form of Rejection Notice

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)

NOTICE OF REJECTION OF (I) CERTAIN EXECUTORY CONTRACT[S] [AND/OR UNEXPIRED LEASES]

PLEASE TAKE NOTICE that on [_____], 2020, the United States Bankruptcy Court for the District of Southern District of Texas (the "Court") entered an order (the "Procedures Order") in the above-referenced chapter 11 cases of above-captioned debtors and debtors in possession (collectively, the "Debtors"), establishing, among other things, procedures (the "Rejection Procedures") for the rejection of executory contracts and unexpired leases.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this "Rejection Notice"), the Debtors hereby provide notice that they have determined, in the exercise of their business judgment, that each Contract set forth on **Exhibit I** attached hereto is hereby rejected effective as of the date (the "Rejection Date") set forth in **Exhibit I**, or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree in accordance with the Procedures Order.

PLEASE TAKE FURTHER NOTICE that, parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

filed with the Court and is actually received no later than fourteen days after the date that the Debtors served this Rejection Notice by the following parties: (i) the Debtors, 11211 Farm to Market 2920 Road, Tomball, Texas 77375, Attn: John Bakht (generalcounsel@bjservices.com); (ii) proposed counsel to the Debtors, (A) Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Samantha G. Lawrence (samantha.lawrence@kirkland.com) and Joshua M. Altman (josh.altman@kirkland.com), and (B) Gray Reed & McGraw LLP, 1300 Post Oak Boulevard, Suite 2000, Houston, Texas 77056, Attn.: Paul D. Moak (pmoak@grayreed.com) and Amber M. Carson (acarson@grayreed.com); (iii) the Office of The United States Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn.: Hector Duran (hector.duran.jr.@usdoj.gov) and Stephen Statham (stephen.statham@usdoj.gov); (iv) counsel to the Prepetition ABL Lenders, Sidley Austin LLP, One South Dearborn, Chicago, Illinois 60603, Attn: Dennis Twomey (dtwomey@sidley.com), Herschel Hamner (hhamner@sidley.com), and Alyssa Russell (alyssa.russell@sidley.com); and (v) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the rejection of each Contract shall become effective on the Rejection Date set forth in **Exhibit I**, or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree.[2]

PLEASE TAKE FURTHER NOTICE that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract(s) to which such objection relates. If such objection is

[2] An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection Notice must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Procedures Order.

overruled or withdrawn, such Contract(s) shall be rejected as of the Rejection Date set forth in **Exhibit I** or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree in accordance with the Procedures Order.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree in accordance with the Procedures Order.

PLEASE TAKE FURTHER NOTICE that, absent timely objection, any personal property of the Debtors that is listed and described in **Exhibit I** shall be deemed abandoned as of the Rejection Date.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert a claim(s) with respect to rejection of your Contract(s), you must do so by the later of: (a) the claims bar date established in these chapter 11 cases, if any; (b) 30 days after the Rejection Date; and (c) any date established by further order of the Court. FAILURE TO ASSERT SUCH CLAIMS ON TIME WILL RESULT IN SUCH CLAIMS BEING FOREVER BARRED.

[*Remainder of page intentionally left blank.*]

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Houston, Texas
July 20, 2020

/s/ Draft

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Proposed Co-Counsel to the Debtors and Debtors in Possession

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Exhibit I

Rejected Contracts

Counterparty	Debtor Counterparty	Description of Contract[1]	Abandoned Personal Property	Rejection Date

[1] The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

Exhibit B

Form of Assumption Notice

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
BJ SERVICES, LLC, *et al.*,[1]	)	Case No. 20-33627 (MI)
Debtors.	)	(Jointly Administered)

NOTICE OF ASSUMPTION OF [A] CERTAIN EXECUTORY CONTRACT[S] [AND/OR UNEXPIRED LEASES]

PLEASE TAKE NOTICE that on [_____], 2020, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order (the "Procedures Order") in the above-referenced chapter 11 cases of above-captioned debtors and debtors in possession (collectively, the "Debtors"), establishing, among other things, procedures (the "Assumption Procedures") for the assumption of executory contracts and unexpired leases (the "Contracts").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this "Assumption Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Exhibit I** attached hereto is hereby assumed or assumed and assigned effective as of the date (the "Assumption Date") set forth in **Exhibit I**, or such other date as the Debtors and the counterparties to such Contracts agree.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BJ Services, LLC (3543); BJ Management Services, L.P. (8396); BJ Services Holdings Canada, ULC (6181); and BJ Services Management Holdings Corporation (0481). The Debtors' service address is: 11211 Farm to Market 2920 Road, Tomball, Texas 77375.

PLEASE TAKE FURTHER NOTICE that, the [Debtor/Assignee], has the financial wherewithal to meet all future obligations under the Contract, which may be evidenced upon written request by the counterparty to the Contract, thereby demonstrating that the [Debtor/Assignee] has the ability to comply with the requirements of adequate assurance of future performance.[2]

PLEASE TAKE FURTHER NOTICE that, parties seeking to object to the proposed assumption or assumption and assignment of any of the Contracts must file and serve a written objection so that such objection is filed with the Court and is actually received no later than fourteen days after the date that the Debtors served this Assumption Notice by the following parties: (i) the Debtors, 11211 Farm to Market 2920 Road, Tomball, Texas 77375, Attn: John Bakht (generalcounsel@bjservices.com); (ii) proposed counsel to the Debtors, (A) Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Samantha G. Lawrence (samantha.lawrence@kirkland.com) and Joshua M. Altman (josh.altman@kirkland.com), and (B) Gray Reed & McGraw LLP, 1300 Post Oak Boulevard, Suite 2000, Houston, Texas 77056, Attn.: Paul D. Moak (pmoak@grayreed.com) and Amber M. Carson (acarson@grayreed.com); (iii) the Office of The United States Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn.: Hector Duran (hector.duran.jr.@usdoj.gov) and Stephen Statham (stephen.statham@usdoj.gov); (iv) counsel to the Prepetition ABL Lenders, Sidley Austin LLP, One South Dearborn, Chicago, Illinois 60603, Attn: Dennis Twomey (dtwomey@sidley.com), Herschel Hamner (hhamner@sidley.com), and Alyssa Russell (alyssa.russell@sidley.com); and (v) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases.

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2 The Debtors shall serve the counterparty to the Contract with evidence of adequate assurance upon such counterparty's written request to Debtors' proposed counsel.

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the assumption of each Contract shall become effective on the Assumption Date set forth in **Exhibit I**, or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree in accordance with the Procedures Order.[3]

PLEASE TAKE FURTHER NOTICE that, if an objection to the assumption of any Contract(s) is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for such Contract(s). If such objection is overruled or withdrawn, such Contract(s) shall be assumed as of the Assumption Date set forth in **Exhibit I** or such other date as the Debtors and the counterparty or counterparties to such Contract agree in accordance with the Procedures Order.

[*Remainder of page intentionally left blank.*]

3 An objection to the assumption of any particular Contract listed in this Assumption Notice shall not constitute an objection to the assumption of any other contract or lease listed in this Assumption Notice. Any objection to the assumption of any particular Contract listed in this Assumption Notice must state with specificity the Contract to which it is directed. For each particular Contract whose assumption is not timely or properly objected to, such assumption will be effective in accordance with this Assumption Notice and the Procedures Order.

Houston, Texas
July 20, 2020

/s/ Draft

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Proposed Co-Counsel to the Debtors and Debtors in Possession

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Exhibit I

Assumed Contracts

Counterparty	Debtor Counterparty	Description of Contract[1]	Cure Amount	Assumption Date

1 The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.